

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691464

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (17)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., as Administrative Agent		10/15/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Ridley U.S. Holdings Inc.		
Street Address:	111 West Cherry Street, Suite 500		
City:	Mankato		
State/Country:	MINNESOTA		
Postal Code:	56001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	3914805	PROGOLD	
Registration Number:	3779109	ULTRACANE	
Registration Number:	3681130	RUNNER'S RHYTHM	
Registration Number:	3667654	SWEET VICTORY	
Registration Number:	3610245	WINNING TIME	
Registration Number:	3565178	SAND-AID	
Registration Number:	3546690	RED A	
Registration Number:	3496816	RANCH READY	
Registration Number:	3477379	ENERGY-LIX	
Registration Number:	3454352	LIQUID-FLEX	
Registration Number:	3409074	ULTRALYX	
Registration Number:	3321836	MOLASSES MAKES THE DIFFERENCE	
Registration Number:	3299716	WEATHERALL	
Registration Number:	3280949	WHEN NATURE ISN'T ENOUGH	
Registration Number:	3237027	MONSTER DEER BLOCK	
Registration Number:	3171231	SWEET CANE	
Registration Number:	3018335	RAINBLOC	
Registration Number:	3004729	FUTURITY PRECISE	
Registration Number:	2876774	COPPERHEAD	
TRADEMARK			

OP \$815.00 3914805

Property Type	Number	Word Mark
Registration Number:	2855575	FUTURITY
Registration Number:	2827501	VMS
Registration Number:	2805745	GOLDEN LYK
Registration Number:	2715730	MEAT MAKER
Registration Number:	2680948	BOVALYX
Registration Number:	2680947	ENPROAL
Registration Number:	2519689	RED A
Registration Number:	1954281	SHOW RING
Registration Number:	1933019	PASTURE AID
Registration Number:	1907911	RED A FEEDS
Registration Number:	1031964	MOL-MAG
Registration Number:	0935259	SWEETLIX
Registration Number:	0762839	SWEETLIX

CORRESPONDENCE DATA

Fax Number: 7043311159

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7043311000

Email: PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700

Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER: 017625.004855

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 11/30/2021

Total Attachments: 3

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source=2021 T&R of SI-T-17 from Bank of America, N.A., as AA to Ridley U.S. Holdings Inc#page3.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 15, 2021 (“Release”), is made by Bank of America, N.A., as Administrative Agent (“Administrative Agent”), in favor of Ridley U.S. Holdings Inc., a Delaware corporation (“Grantor”).

WHEREAS, pursuant to that certain Third Amended and Restated Pledge and Security Agreement dated as of May 18, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among the Grantor, Administrative Agent, and others party thereto and the Trademark Security Agreement dated as of August 14, 2015 (“Trademark Security Agreement”) by and among the Grantor and Administrative Agent, Grantor granted to the Administrative Agent, for the benefit of the Finance Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on August 17, 2015 at Reel 5600 Frame 0588.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Finance Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Finance Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Trademark Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Capacity. Under this Release, Bank of America, N.A. is a party not in its individual or corporate capacity, but solely in its capacity as the Administrative Agent under the Credit Agreement, and as Administrative Agent, shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Credit Agreement or other Loan Documents, as if such rights, privileges, immunities and indemnities were set forth herein.

SECTION 5. Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to the Pledge and Security Agreement dated as of October 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time) by and among the Grantor, Bank of America, N.A., in its capacity as administrative agent thereto, and others party thereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Finance Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: Liliana Claar

Name: Liliana Claar

Title: Vice President