# OP \$90.00 4157856

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM691466

SUBMISSION TYPE:	NEW ASSIGNMENT
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**NATURE OF CONVEYANCE:** Termination and Release of Security Interest in Trademarks (18)

### **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:	US Feeds, LLC	
Street Address:	3031 Catnip Hill Road	
City:	Nicholasville	
State/Country:	KENTUCKY	
Postal Code:	40356	
Entity Type:	Limited Liability Company: IOWA	

# **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4157856	RECHARGE
Registration Number:	1238675	US FEEDS
Serial Number:	85935310	US FEEDS

# **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

Moore & Van Allen PLLC **Correspondent Name:** 100 North Tryon Street Address Line 1:

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** 

source=2021 T&R of SI-T-18 from Bank of America, N.A., as AA to US Feeds, LLC#page1.tif

**TRADEMARK** REEL: 007512 FRAME: 0852 source=2021 T&R of SI-T-18 from Bank of America, N.A., as AA to US Feeds, LLC#page2.tif source=2021 T&R of SI-T-18 from Bank of America, N.A., as AA to US Feeds, LLC#page3.tif

TRADEMARK
REEL: 007512 FRAME: 0853

### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 15, 2021 ("<u>Release</u>"), is made by Bank of America, N.A., as Administrative Agent ("<u>Administrative Agent</u>"), in favor of US Feeds, LLC, an Iowa limited liability company ("<u>Grantor</u>").

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 September 13, 2013 ("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 ("<u>USPTO</u>") on September 17, 2013 at Reel 5112 Frame 0545.

**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**. <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.
- **SECTION 2**. <u>Termination and Release</u>. 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.** <u>Capacity</u>. 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]

TRADEMARK
REEL: 007512 FRAME: 0854

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

Name: Liliana Claar

Title: Vice President

**RECORDED: 11/30/2021**