# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM702147

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of Montreal		01/12/2022	Canadian National Bank: CANADA

## **RECEIVING PARTY DATA**

Name:	Bioriginal Food & Science Corp.	
Street Address:	302 Melville Street	
City:	Saskatoon, Saskatchewa	
State/Country:	CANADA	
Postal Code:	S7J 0R1	
Entity Type:	Corporation: CANADA	

## **PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2920031	BAKOMEGA
Registration Number:	3464170	BIOASTERI
Registration Number:	2858354	BIOELITE
Registration Number:	3438336	BIOPUREDHA
Registration Number:	2399012	BIORIGINAL
Registration Number:	4745831	COCO'MON
Registration Number:	3433356	FIBROMEGA
Registration Number:	2931754	FIBROMEGA
Registration Number:	4841607	HEMP RULES
Registration Number:	3225681	INNOVATIVE EFA SOLUTIONS
Registration Number:	5350866	LCO 100
Registration Number:	2644247	LIGNAMAX
Registration Number:	3283443	PROBIOFLAX

# **CORRESPONDENCE DATA**

Fax Number: 3367338473

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: 3367213747

Email: Trademarkswinston@wbd-us.com

**TRADEMARK** 

REEL: 007558 FRAME: 0905

900669739

Correspondent Name: Randel S. Springer

Address Line 1: Womble Bond Dickinson (US) LLP

Address Line 2: One West Fourth Street

Address Line 4: Winston-Salem, NORTH CAROLINA 27101

**ATTORNEY DOCKET NUMBER:** 107442.08.2

**DOMESTIC REPRESENTATIVE** 

Name: Randel S. Springer

Address Line 1: Womble Bond Dickinson (US) LLP

Address Line 2: One West Fourth Street

Address Line 4: Winston-Salem, NORTH CAROLINA 27101

NAME OF SUBMITTER:	Randel S. Springer
SIGNATURE:	/Randel S. Springer/
DATE SIGNED:	01/14/2022

#### **Total Attachments: 9**

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TRADEMARK REEL: 007558 FRAME: 0906

#### RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release"), dated as of January 12, 2022, is executed by BANK OF MONTREAL, in its capacity as administrative agent for the secured parties (in such capacity, the "Administrative Agent"), in favor of OMEGA PROTEIN CORPORATION, a Nevada corporation, CYVEX NUTRITION, INC., a California corporation, OMEGA PROTEIN, INC., a Virginia corporation, and BIORIGINAL FOOD & SCIENCE CORP., a Nova Scotia corporation (each a "Pledgor" and collectively, the "Pledgors"). All capitalized terms used in this Release and not otherwise defined herein, shall have the respective meanings given to such terms in the Trademark Security Agreement (as defined below).

#### **RECITALS**

A. WHEREAS, Pledgors have, pursuant to that certain Trademark Security Agreement dated December 19, 2017, recorded in the United States Patent and Trademark Office (the "<u>USPTO</u>") on March 2, 2018 at Reel 6298, Frame 0139, March 2, 2018 at Reel 6283, Frame 0385, March 2, 2018 at Reel 6298, Frame 0103, and March 2, 2018 at Reel 6309, Frame 0946 (as the same may be amended, amended and restated, restated, supplemented, modified or otherwise in effect prior to the date hereof, the "<u>Trademark Security Agreement</u>"), granted to the Administrative Agent a security interest in all of the Pledgors' right, title and interest in and to the Trademark Collateral (the "<u>Security Interest</u>"), including without limitation those trademarks listed on <u>Exhibit A</u> attached hereto (collectively, the "<u>Released Collateral</u>"); and

B. WHEREAS, the Administrative Agent wishes to terminate and release its security interest in and to the Released Collateral as provided in this release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent hereby terminates, extinguishes, cancels, discharges and releases, without recourse, any and all right, title and interest, including its Security Interest in and to the Released Collateral, terminates the Trademark Security Agreement and reassigns the Released Collateral to the applicable Pledgor. The Administrative Agent authorizes each Pledgor, or its designee, to record this Release with the USPTO and other applicable registry at the sole expense of the Pledgors.

The Administrative Agent shall take all further actions, and provide to the Pledgors and their successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by a Pledgor, and at Pledgors' cost and expense, to more fully and effectively effectuate the release of liens contemplated hereby.

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

[Signature page follows]

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TRADEMARK
REEL: 007558 FRAME: 0907

IN WITNESS WHEREOF, the Administrative Agent has executed this Release of Security Interests in Trademarks as of the date first set forth above.

## **ADMINISTRATIVE AGENT:**

BANK OF MONTREAL,

as Administrative Agent

By: <u>Ashley Cooper</u>
Name: Ashley Cooper Director

Title:

Name:

Title: **Associate Director**