

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706722

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PONTIFAX AGTECH INVESTMENTS: ANUVIA SERIES C BRIDGE, LLC, AS COLLATERAL AGENT		12/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Anuvia Plant Nutrients Holding, Inc.		
Street Address:	113 South Boyd Street		
City:	Winter Garden		
State/Country:	FLORIDA		
Postal Code:	34787		
Entity Type:	Corporation: DELAWARE		
Name:	Anuvia Plant Nutrients Corporation		
Street Address:	113 South Boyd Street		
City:	Winter Garden		
State/Country:	FLORIDA		
Postal Code:	34787		
Entity Type:	Corporation: DELAWARE		
Name:	Anuvia Plant City LLC		
Street Address:	113 South Boyd Street		
City:	Winter Garden		
State/Country:	FLORIDA		
Postal Code:	34787		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Anuvia Plant Nutrients IP Holdings, LLC		
Street Address:	113 South Boyd Street		
City:	Winter Garden		
State/Country:	FLORIDA		
Postal Code:	34787		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 9			

OP \$240.00 77943959

Property Type	Number	Word Mark
Serial Number:	77943959	VITAG
Serial Number:	77944005	BENEFICIAL USEABLE TECHNOLOGY
Serial Number:	86595578	A BENEFICIAL USEABLE TECHNOLOGY
Serial Number:	86728159	ANUVIA
Serial Number:	87457135	SYMTRX
Serial Number:	87457134	GREENTRX
Serial Number:	87461127	TRX TECHNOLOGY
Serial Number:	87461129	ORGANIC MATRX
Serial Number:	87495420	ANUGREEN

CORRESPONDENCE DATA

Fax Number: 3172317433

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: 3172317403

Email: scott.simmonds@btlaw.com

Correspondent Name: Scott M. Simmonds

Address Line 1: 11 South Meridian St.

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	79292-2
NAME OF SUBMITTER:	Scott M. Simmonds
SIGNATURE:	/Scott M. Simmonds/
DATE SIGNED:	02/05/2022

Total Attachments: 7
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Final Execution Version

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made and effective as of December 31, 2020 and granted by Pontifax AgTech Investments: Anuvia Series C Bridge, LLC, a Delaware limited liability company ("**Pontifax**"), as collateral agent for each of the lenders (the "**Secured Parties**") party to the Security Agreement (as defined below) (and in such capacity, the "**Collateral Agent**"), in favor of Anuvia Plant Nutrients Holdings Inc., a Delaware corporation; Anuvia Plant Nutrients Corporation, a Delaware Corporation; Anuvia Plant City LLC, a Delaware limited liability company and Anuvia Plant Nutrients IP Holdings LLC, a Delaware limited liability company (collectively, the "**Grantors**") and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Secured Convertible Note Purchase Agreement dated as of September 9, 2020 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Purchase Agreement**") among the Grantors, the Collateral Agent and the lenders party thereto, the Grantors executed and delivered to the Collateral Agent (i) that certain Guarantee and Security Agreement by and among the Grantors, the Secured Parties and the Collateral Agent dated as of September 9, 2020 (the "**Master Security Agreement**") and (ii) that certain Trademark Security Agreement by and among the Grantors and the Collateral Agent dated as of September 9, 2020 (the "**Trademark Security Agreement**" and, together with the Master Security Agreement, the "**Security Agreements**");

WHEREAS, pursuant to the Security Agreements, each Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 7053, Frame 0449 on September 16, 2020; and

WHEREAS, the Grantors have requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantors of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantors, and reassigns to the Grantors any and all right, title and interest that it may have, in, to and under the following (collectively, the "**Trademark Collateral**");

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or

unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

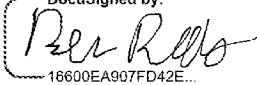
2. Further Assurances. Collateral Agent agrees, at the Grantors' expense, to take all further actions, and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PONTIFAX AGTECH INVESTMENTS:
ANUVIA SERIES C BRIDGE, LLC, AS
COLLATERAL AGENT FOR THE BRIDGE
LENDERS UNDER THE SECURITY
AGREEMENTS

By:  _____
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Name: Benjamin Belldegrun

Title: Managing Partner

Address for Notices: 2025 South Westgate
Avenue, Suite 100
Los Angeles, CA 90025

Final Execution Version

Trademarks

<i>REF NO</i>	<i>MARK</i>	<i>REGISTRATION</i>	<i>CLASS - GOODS/SERVICES</i>	<i>APPLN NO FILING DATE & COUNTRY</i>	<i>OWNER/ ASSIGNEE</i>
8108.012.USTM	VITAG	U.S. Reg. No. 3,889,088 14 Dec 2010 Principle Register Abandoned	Class 1 -- Chemicals Class 44 -- Agricultural services	77/943,959 (02/24/2010) US	APN Corp
8108.013.USTM	BENEFICIAL USEABLE TECHNOLOGY	U.S. Reg. No. 3,886,127 19 Oct 2010 Supplemental Register Transferred to Principal Abandoned	Class 44 -- Agricultural services	77/944,005 (02/24/2010) US	APN Corp

<i>REF NO</i>	<i>MARK</i>	<i>REGISTRATION</i>	<i>CLASS - GOODS/SERVICES</i>	<i>APPLN NO FILING DATE & COUNTRY</i>	<i>OWNER/ ASSIGNEE</i>
8108.013.USTM01	BENEFICIAL USEABLE TECHNOLOGY	U.S. Reg. No. 4,869,980 13 December 2015	Class 44 - Agricultural services	86/595,578 (04/13/2015) US	APN Corp
8108.018.USTM	ANUVIA	U.S. Reg. No. 5,251,692 25 July 2017	Class 1 - Chemicals; Fertilizers for agricultural use	86/728,159 08/18/2015 US	APN Corp.
8108.019.USTM in use on web site	Anuvia Logo Planet Inspired Products				
8108.020.USTM	SYMTRX	U.S. Reg. No. 5,359,567 19 Dec. 2017	Class 1 - Fertilizers for agriculture use	87/457,135 05/19/2017	APN Corp.

<i>REF NO</i>	<i>MARK</i>	<i>REGISTRATION</i>	<i>CLASS - GOODS/SERVICES</i>	<i>APPLN NO FILING DATE & COUNTRY</i>	<i>OWNER/ ASSIGNEE</i>
8108.021.USTM	GREENTRX	U.S. Reg. No. 5,359,566 19 Dec 2017	Class 1 - Fertilizers for agriculture use	87/457,134 05/19/2017	APN Corp.
8108.022.USTM In use on web site	MaTRX Logo				
8108.023.USTM	TRX TECHNOLOGY	U.S. Reg. No. 5,751,944 14 May 2019	Class 1 - Compounds for use in fertilizer	87/461,127 05/23/2017	APN Corp.
8108.024.USTM	ORGANIC MATRX	U.S. Reg. No. 5,521,369 17 July 2018	Class 1 - Organic compounds sold as an ingredient of fertilizer	87/461,129 05/23/2017	APN Corp.

<i>REF NO</i>	<i>MARK</i>	<i>REGISTRATION</i>	<i>CLASS - GOODS/SERVICES</i>	<i>APPLN NO FILING DATE & COUNTRY</i>	<i>OWNER/ ASSIGNEE</i>
8108.025.USTM	ANUGREEN	U.S. Reg. No. 5,650,257 08 January 2019	Class 1 - Fertilizers	87/495,420 06/19/2017	APN Corp.