

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753543

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900713974

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CRG SERVICING LLC, as Administrative Agent and Collateral Agent		05/31/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BIONOVA SCIENTIFIC, LLC
Street Address:	3100 West Warren Avenue
City:	Fremont
State/Country:	CALIFORNIA
Postal Code:	94538
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	88681295	BIONOVA SCIENTIFIC
Serial Number:	88901384	BIONOVA SCIENTIFIC
Serial Number:	88901402	BIONOVA SCIENTIFIC
Serial Number:	88900549	BIONOVA SCIENTIFIC
Serial Number:	88900569	BIONOVA SCIENTIFIC
Serial Number:	88681377	BIONOVA SCIENTIFIC SCIENCE FOR LIFE

CORRESPONDENCE DATA

Fax Number: 7043395800

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: jansnider@mvalaw.com, vangambrell@mvalaw.com,
damionnenobles@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 100 NORTH TRYON STREET, SUITE 4700

Address Line 2: ATTN: IP DEPARTMENT

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 045068.000020

TRADEMARK

REEL: 007791 FRAME: 0394

NAME OF SUBMITTER:	JAMES VAN CLEAVE GAMBRELL
SIGNATURE:	/James Van Cleave Gambrell/
DATE SIGNED:	09/06/2022
Total Attachments: 5 source=RESUBMIT SECOND - Release of Security Interests in Trademarks - Bionova Scientific - EXECUTED#page1.tif source=RESUBMIT SECOND - Release of Security Interests in Trademarks - Bionova Scientific - EXECUTED#page2.tif source=RESUBMIT SECOND - Release of Security Interests in Trademarks - Bionova Scientific - EXECUTED#page3.tif source=RESUBMIT SECOND - Release of Security Interests in Trademarks - Bionova Scientific - EXECUTED#page4.tif source=RESUBMIT SECOND - Release of Security Interests in Trademarks - Bionova Scientific - EXECUTED#page5.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of May 31, 2022 (this “*Release*”), is made by CRG SERVICING LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders (in such capacities, together with its successors and assigns, “*Administrative Agent*”), in favor of BIONOVA SCIENTIFIC, LLC, a Delaware limited liability company (the “*Company*”).

WHEREAS, pursuant to that certain Security Agreement, dated as of March 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among the Company, other grantors from time to time party thereto, and the Administrative Agent, the Company pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Company’s right, title and interest in, to and under all of its personal property, including without limitation the Trademarks listed on **Schedule A** hereto;

WHEREAS, pursuant to the Security Agreement, the Company executed and delivered to Administrative Agent, for the benefit of the Secured Parties, a Trademark Security Agreement, dated March 19, 2021 (the “*Trademark Security Agreement*”);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“*USPTO*”) on March 19, 2021, at Reel 007227, Frame 0124.

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, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Company agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, other than as set forth below, hereby:

(a) terminates, cancels, discharges, and releases the security interest in all of the Company’s right, title, goodwill and interest in, to and under all of the Trademarks, whether now owned or hereafter acquired and whether now existing or hereafter coming into existence, of the Grantor that are registered with, or for which applications for registration have been filed with, the USPTO, including without limitation the Trademarks listed on **Schedule A** hereto, and all registrations and pending applications associated therewith; and

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

The Administrative Agent represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Trademark Security Agreement.

The Administrative Agent shall, at Company’s sole cost and expense, take all further actions, and provide to Company, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), as is reasonably requested by Company to more fully and effectively effectuate the purposes of this Release.

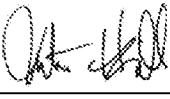
SECTION 3. Choice of Law. This Release and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the day and year first above written.

ADMINISTRATIVE AGENT:

CRG SERVICING LLC,
a Delaware limited liability company

By:  _____

Name: Nathan Hukill

Title: Authorized Signatory

Schedule A
to Termination and Release of Security Interest in Trademarks

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	<u>Registration No./ Serial No.</u>	<u>Registration Date/ Filing Date</u>
BIONOVA SCIENTIFIC	6162094 / 88681295	9/29/2020 / 11/5/2019
BIONOVA SCIENTIFIC and Design	6204931 / 88901384	11/24/2020 / 5/5/2020
BIONOVA SCIENTIFIC and Design	6220453 / 88901402	12/15/2020 / 5/5/2020
BIONOVA SCIENTIFIC	6204858 / 88900549	11/24/2020 / 5/5/2020
BIONOVA SCIENTIFIC	6220444 / 88900569	12/15/2020 / 5/5/2020
BIONOVA SCIENTIFIC SCIENCE FOR LIFE and Design	88681377	11/5/2019