

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772767

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATIONAL BANK OF CANADA		12/08/2022	BANK: CANADA
RECEIVING PARTY DATA			
Name:	AGROPUR INC.		
Street Address:	3500 E. Destination Drive		
City:	Appleton		
State/Country:	WISCONSIN		
Postal Code:	54915		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1032454	PZ-44	
Registration Number:	0679368	REDDI-SPONGE	
CORRESPONDENCE DATA			
Fax Number:	3128324700		
<i>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.</i>			
Phone:	312 832-4500		
Email:	jrodriguez@foley.com		
Correspondent Name:	Heidi H. Jeffery		
Address Line 1:	321 North Clark Street		
Address Line 2:	Suite 3000		
Address Line 4:	Chicago, ILLINOIS 60654-4762		
ATTORNEY DOCKET NUMBER:	067964-0170		
NAME OF SUBMITTER:	Heidi H. Jeffery		
SIGNATURE:	/Heidi H. Jeffery/		
DATE SIGNED:	12/08/2022		
Total Attachments: 6			
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RELEASE OF COLLATERAL

THIS RELEASE OF COLLATERAL (this "Release"), dated as of December 8, 2022, is executed and delivered in favor of AGROPUR COOPÉRATIVE, a cooperative existing under the Canada Cooperatives Act ("Agropur"), and AGROPUR INC., a corporation incorporated under the laws of the State of Wisconsin ("Agropur US") (each, a "Borrower" and collectively, the "Borrowers"), by NATIONAL BANK OF CANADA (the "Agent"), as agent under and in connection with (i) that certain Fourth Amended and Restated Credit Agreement, dated as of June 16, 2021 (the "Credit Agreement"), by and among the Borrowers, the Agent, and each of the financial institutions party thereto, as lenders (the "Lenders"), and (ii) that certain Amended and Restated U.S. Security Agreement, dated as of June 16, 2021 (the "Security Agreement"), by and among Agropur US, Agropur U.S.A. Inc., a corporation incorporated under the laws of the State of Delaware, Agropur MSI, LLC, a limited liability company organized under the laws of the State of Wisconsin (the "Company"), each of the entities that becomes a party thereto pursuant to Section 7.01 thereof, and the Agent, as agent for the Secured Parties (as defined therein). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or the Security Agreement, as applicable.

Recitals

WHEREAS, the Borrowers intend to dispose of the Collateral described on Exhibit A hereto (the "Released Collateral") on or about the date hereof (the "Disposition");

WHEREAS, the Borrowers have requested that the Agent, on behalf of the Lenders and the other Secured Parties, release and terminate the Agent's liens on, and security interest in, the Released Collateral and certain other property of the Company; and

WHEREAS, the Disposition is permitted under the Credit Agreement pursuant to Section 13.2(b) of the Credit Agreement and clauses (iv) and (v) of the definition of Permitted Dispositions, and consequently, this Release is permitted under Section 10.8 and Article 19 of the Credit Agreement and Section 6.06 of the Security Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, the Borrowers, and the Lenders hereby agree as follows.

Agreement

1. Certification of Agropur. Agropur hereby certifies to the Agent that the Disposition is permitted by the Credit Agreement pursuant to Section 13.2(b) and clauses (iv) and (v) of the definition of Permitted Dispositions.

2. Release of Collateral: Termination of Agreements. Pursuant to Section 10.8 of the Credit Agreement and Section 6.06 of the Security Agreement, the Agent, on behalf of the Lenders and other Secured Parties, hereby agrees and confirms that the Agent's liens on, and security interest in, the Released Collateral. The Agent further releases the Company from any Liens, Guarantees, subordinations, intercreditor agreements, loss payee designations, non-disturbance agreements or other agreements provided to or for the benefit of the Lenders and the Agent

pursuant to Article 10 of the Credit Agreement by the Company. The Guarantee of Company is hereby terminated. The Agent further grants to the Company a release and discharge of any and all of the Company's obligations under the Security Agreement (including, but not limited to, the Agent's interest and lien upon the Company's intellectual property, which security interest was recorded with the United States Patent and Trademark Office at Reel/Frame No. 7012/0290). The Agent further releases its interests in any and all insurance policies provided by the Company in favor of the Agent.

3. Filings. In order to evidence the release of the Released Collateral and the Disposition, at the Borrowers' sole cost and expense, promptly following the reasonable written request of the Borrowers, the Agent hereby agrees to enter into, execute, acknowledge, and deliver such further agreements, instruments, releases and other documents as may be reasonably necessary or appropriate to evidence or give effect to this Release and the Disposition.

4. Representations and Warranties. The Borrowers hereby represent and warrant to the Agent as of the date hereof as follows:

(i) This Release does not conflict with the Credit Agreement, the Security Agreement, or any other Credit Documents and is duly authorized under Section 10.8 and Article 19 of the Credit Agreement and Section 6.06 of the Security Agreement; and

(ii) The description of the Released Collateral set forth on Exhibit A, and in paragraph 2 above, accurately describes the collateral being released, in all material respects.

[Remainder of Page Intentionally Left Blank]

This Release is executed as of the date first above written.

NATIONAL BANK OF CANADA, as Agent

By: 

Name: Joseph Blais

Title: Managing Director

By: 

Name: Jonathan Campbell


Title: Managing Director


[Signature Page - Release of Collateral]

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TRADEMARK
REEL: 007924 FRAME: 0005

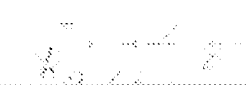
**AGROPUR COOPERATIVE, as a
Borrower**

By: 
Name: Emile Cordeau
Title: Chief Executive Officer

By: 
Name: Roger Massicotte
Title: President

AGROPUR INC., as a Borrower

By: 
Name: Dan LaMarche
Title: President, Ingredients

By: 
Name: Roger Massicotte
Title: Chairman of the Board

[Signature Page -- Release of Collateral]

**TRADEMARK
REEL: 007924 FRAME: 0006**

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed on the date and year first above written.

GUARANTOR:

AGROPUR MSI, LLC, by its sole Member,
AGROPUR INC.

By: *Dan LaMarche*

Name: Dan LaMarche

Title: President, Ingredients

By: *Roger Massicotte*

Name: Roger Massicotte

Title: Chairman of the Board

Exhibit A

Description of the Released Collateral

The Released Collateral consists of the "Membership Interests" described below, and as defined in more detail under that certain Membership Interest Purchase Agreement dated as of October 19, 2022 (the "Purchase Agreement"; all capitalized terms used but not defined in this Exhibit A have the meanings assigned to such terms in the Purchase Agreement), between Agropur inc., a Wisconsin corporation ("Seller"), and MHF Group Holdings, LLC, a Texas limited liability company ("Buyer"). The Released Collateral consists of Seller's one hundred percent (100%) membership interests (the "Membership Interests"), of Agropur MSI, LLC, a Wisconsin limited liability company (the "Company").

For the avoidance of doubt, the Released Collateral also includes the termination of (i) that certain UCC Financing Statement Number 20200602000092-1, filed against the Company, as debtor, in favor of the Agent, as secured party, with the Wisconsin Department of Financial Institutions, (ii) that certain UCC Financing Statement Number 170013919629, filed against the Company, as debtor, in favor of National Bank of Canada, as secured party, with the Wisconsin Department of Financial Institutions and (iii) the IP Filing including, with respect to the Company:

Registration Number:	4444526	BAKIGEN
Registration Number:	3223038	CORNERSTONE
Registration Number:	3400006	CAPSTONE
Registration Number:	3297834	KEYSTONE
Registration Number:	4422575	DARIGEN

and with respect to the Seller:

Registration Number:	1032454	PZ-44
Registration Number:	0679368 (United States)	REDDI-SPONGE
Registration Number:	129175 (Canada)	REDDI-SPONGE