

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM795384

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT AND ASSUMPTION AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. BANK NATIONAL ASSOCIATION		01/28/2022	National Banking Association: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank Trust Company, National Association		
<b>Street Address:</b>	214 N Tryon Street, 27th Floor		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	National Banking Association: OREGON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5854441	RESPONSIVE CATTLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028874288		
<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>			
<b>Phone:</b>	2028874000		
<b>Email:</b>	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
<b>Correspondent Name:</b>	Mussie B Beyene		
<b>Address Line 1:</b>	2001 K Street N.W.		
<b>Address Line 4:</b>	Washington DC, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	694484.0117		
<b>NAME OF SUBMITTER:</b>	Mussie B Beyene		
<b>SIGNATURE:</b>	/Mussie B Beyene/		
<b>DATE SIGNED:</b>	03/17/2023		
<b>Total Attachments: 9</b>			
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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated as of January 28, 2022, with effect as of the Effective Time (as such term is defined in the Contribution Agreement described below), is entered into by and between U.S. BANK NATIONAL ASSOCIATION, a national banking association (“Assignor”) and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national trust bank (“Assignee”).

### W I T N E S S E T H

WHEREAS, this Agreement is being entered into in connection with the Closing under (and as such term is defined in) that certain Contribution, Assignment and Assumption Agreement, dated as of January 28, 2022 (as it may be amended, supplemented or restated from time to time, the “Contribution Agreement”), between Assignor and Assignee, pursuant to which Assignor has agreed to transfer to Assignee, and Assignee has agreed to receive and accept from Assignor, all or substantially all of the Corporate Trust Business (as such term is defined in the Contribution Agreement) of Assignor;

WHEREAS, in connection therewith Assignor has agreed to transfer to Assignee, and Assignee has agreed to receive and accept from Assignor, the Transferred Assets (as such term is defined in the Contribution Agreement), including but not limited to the Corporate Trust Engagements listed on Schedule 3 to the Contribution Agreement, together with all related Corporate Trust Accounts, Corporate Trust Assets and Governing Agreements (as each such term is defined in the Contribution Agreement), but not including any Excluded Assets (as such term is defined in the Contribution Agreement); and

WHEREAS, in connection therewith, Assignor has agreed to assign to Assignee, and Assignee has agreed to accept and assume, the Assumed Liabilities (as such term is defined in the Contribution Agreement) under and associated with the Corporate Trust Business, but not including any Excluded Liabilities (as such term is defined in the Contribution Agreement);

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein and in the Contribution Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined in this Agreement shall have the meanings for such terms that are set forth in the Contribution Agreement.

2. Assignment. In accordance with and pursuant to the terms of the Contribution Agreement, the Assignor does hereby (i) contribute, assign, transfer, and convey to Assignee all rights, title and interests of Assignor in, to and under all of the Transferred Assets, and (ii) transfer, assign, and convey to Assignee all of the Assumed Liabilities, in each case subject to and as more particularly described in the Contribution Agreement.

3. Assumption. In accordance with and pursuant to the terms of the Contribution Agreement, Assignee does hereby (i) accept the foregoing contribution, assignment transfer and conveyance of the Transferred Assets to the Assignee, and (ii) accept the foregoing transfer,

assignment, and conveyance to the Assignee of, and hereby assumes and agrees to undertake, perform and discharge, the Assumed Liabilities, in each case subject to and as more particularly described in the Contribution Agreement. Assignee is not hereby assuming any other liability or obligation of Assignor (such as, but not limited to, the Excluded Liabilities), other than such Assumed Liabilities.

4. Mutual Acknowledgement. For the avoidance of doubt, it is expressly acknowledged by the parties that:

(i) the contribution, assignment transfer and conveyance set forth in clause (i) of Section 2 hereof, and the acceptance set forth in clause (i) of Section 3 hereof, do not include the Excluded Assets described (and as defined) in the Contribution Agreement, and do not include any assets, rights, properties or business of the Assignor other than the Transferred Assets; and

(ii) the transfer, assignment, and conveyance set forth in clause (ii) of Section 2, and the acceptance and assumption set forth in clause (ii) of Section 3, do not include any Excluded Liabilities described (and as defined) in the Contribution Agreement, and do not include any liabilities, obligations, duties or responsibilities of the Assignor other than the Assumed Liabilities.

5. Acknowledgment of Closing and Closing Date. The parties hereby mutually acknowledge the consummation of the Closing and the occurrence of the Closing Date under the Contribution Agreement as of the date of this Agreement, having effect as of the Effective Date and Effective Time, and as otherwise provided in the Contribution Agreement.

6. Effective Date. Pursuant to and in accordance with the Contribution Agreement, the transactions contemplated by this Agreement shall take effect as of the Effective Date and Effective Time (as each such term is defined in the Contribution Agreement).

7. Further Assurances. Each party hereby expressly acknowledges, without implied limitation, its continuing obligations under Section 4.4 of the Contribution Agreement to, and hereby agrees, at any time and from time to time at the reasonable request of the other party, to execute and deliver, or cause to be executed and delivered, such additional instruments, and take such further actions, as may be reasonably necessary to carry out the transactions contemplated by this Agreement, and otherwise in respect of the Contribution Agreement.

8. Contribution Agreement. The provisions of this Agreement are subject, in all respects, to the terms and conditions of the Contribution Agreement and all representations and warranties, conditions, covenants and agreement of Assignor and Assignee that are contained in the Contribution Agreement. If there are any inconsistencies or contradictions between the Contribution Agreement and this Agreement, the Contribution Agreement will control.

9. Miscellaneous. Article 16 of the Contribution Agreement is hereby incorporated by reference *mutatis mutandi*.

10. Counterparts; Electronic Signature. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an

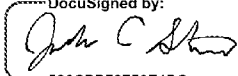
original, but all such counterparts shall together constitute one and the same instrument. Each counterpart of this Agreement may be executed and delivered by electronic means, including by facsimile or electronic transmission or delivery (including electronic images of handwritten signatures delivered in .pdf file or .jpeg file format, or by any electronic signature complying with the U.S. federal ESIGN Act of 2000, including Orbit, Adobe Sign, DocuSign, or any other similar platform), each of which shall be deemed to be original signatures for all purposes and shall be effective as delivery of a manually executed original counterpart.

*[PAGE INTENTIONALLY ENDS HERE. SIGNATURE PAGE TO FOLLOW.]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first above written.

ASSIGNOR:

U.S. BANK NATIONAL ASSOCIATION

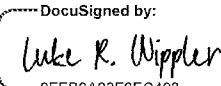
DocuSigned by:  
By:   
566CBB73752E48C

Name: John C. Stern

Title: Executive Vice President

ASSIGNEE:

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION

DocuSigned by:  
By:   
9FEB8A03F8EC403

Name: Luke R. Wippler

Title: Executive Vice President



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JANUARY 9, 2020

PTAS

NICOLE PAPPA  
AKIN GUMP  
65 MEMORIAL ROAD, SUITE C340  
WEST HARTFORD, CT 06107

**900528481**

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/24/2019

REEL/FRAME: 6825/0596  
NUMBER OF PAGES: 5

BRIEF: SECURITY INTEREST

ASSIGNOR:  
MULTIMIN USA, INC.

DOC DATE: 12/06/2019  
CITIZENSHIP: COLORADO  
ENTITY: CORPORATION

ASSIGNEE:  
U.S. BANK NATIONAL ASSOCIATION  
  
214 N. TRYON STREET, 27TH FLOOR  
C/O U.S. BANK CORPORATE TRUST  
SERVICES  
CHARLOTTE, NORTH CAROLINA 28202

CITIZENSHIP: UNITED STATES  
ENTITY: NATIONAL BANKING ASSOCIATION

SERIAL NUMBER: 87923606  
REGISTRATION NUMBER: 5854441  
MARK: RESPONSIVE CATTLE  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 05/16/2018  
REGISTRATION DATE: 09/10/2019

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of December 3, 2019 (as amended, restated, modified, extended, renewed, replaced, or supplemented from time to time, the “**Agreement**”) and among the Grantors party thereto (each a “**Grantor**” and collectively, the “**Grantors**”) and U.S. Bank National Association, as administrative agent (the “**Administrative Agent**”) for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the Secured Parties.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

[Signature Page Follows]



Very truly yours,

MULTIMIN USA, INC.

By: 

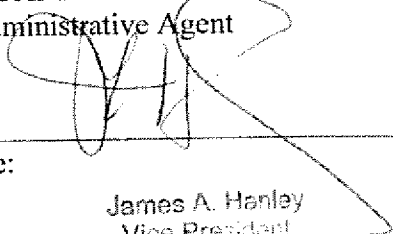
Name: Spencer Swayze

Title: President and Treasurer

[Signature Page to Notice of Grant of Security Interest In Trademarks - Multimin USA, Inc.]

Acknowledged and Accepted:

U.S. BANK NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name:  
Title: James A. Hanley  
Vice President

**SCHEDULE 1**

**Trademarks**

<b>Owners</b>	<b>Country</b>	<b>Application Number.</b>	<b>Registration Number</b>	<b>Filing date</b>	<b>Trademark</b>	<b>Class</b>	<b>File Status</b>	<b>Next renewal due</b>
Multimin USA, Inc.	USA	87923606	5854441	16-May-18	RESPONSIVE CATTLE	4	Registered	