### 900772400 05/12/2023

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM809939

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
RESUBMIT DOCUMENT ID:	900769149	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Agent		04/27/2023	Bank: CANADA

#### **RECEIVING PARTY DATA**

Name:	Remington Seeds, LLC	
Street Address:	4746 West U.S. 24	
City:	Remington	
State/Country:	INDIANA	
Postal Code:	stal Code: 47977	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2073231	MIDWEST SEED GENETICS
Registration Number:	2073232	
Registration Number:	5278013	NC+

#### **CORRESPONDENCE DATA**

**Fax Number:** 2024083141

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:** 2024083141

**Email:** jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson	
SIGNATURE:	/jep/	
DATE SIGNED:	05/12/2023	

#### **Total Attachments: 3**

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TRADEMARK 900772400 REEL: 008070 FRAME: 0513

#### CONFIRMATORY RELEASE OF SECURITY INTEREST

THIS CONFIRMATORY RELEASE OF SECURITY INTEREST (this "Release") is made effective as of April 26, 2023, by BANK OF MONTREAL, with an address at 115 South LaSalle Street, Chicago, Illinois 606023 ("BOM"), as Agent, in favor of REMINGTON SEEDS, LLC, a Delaware limited liability company, with an address at 4746 West U.S. 24, Remington, IN 47977 ("Remington"). Capitalized terms used but not defined in this Release have the meanings given to them in the Collateral Agreement (defined below).

- A. Pursuant to that certain Trademark Collateral Agreement dated November 29, 2017 and recorded in the U.S. Patent and Trademark Office on November 30, 2017 at Reel 006216, Frame 0956 (the "Collateral Agreement"), and incorporated herein by reference, Remington granted BOM, as Agent, a security interest in all of the property subject to, and identified in, the Collateral Agreement including without limitation:
  - (i) All of Remington's right, title, and interest (including common law rights and all state and federal registrations) in and to each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and
  - (ii) All proceeds of the foregoing, including without limitation any claim by Remington against third parties for damages by reason of past, present, or future infringement of any trademark, trademark registration, or trademark application listed on <u>Schedule A</u> hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

(collectively, the "<u>Property</u>") to secure the payment and performance of all Secured Obligations of Remington as defined in the Security Agreement.

B. As of the effective date hereof, BOM, as Agent, has executed this Release to confirm that the security interest in the Property granted in the Collateral Agreement has been released and terminated.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged:

BOM, as Agent, hereby confirms its full release, discharge, and termination of, and hereby fully releases, discharges, and terminates, the security interest in the Property (including without limitation trademarks, trademark registrations, and trademark applications listed on Schedule A hereto) granted to BOM, as Agent, by Remington pursuant to the Collateral Agreement. BOM, as Agent, hereby authorizes Remington and any of its agents to record such release with the United States Patent and Trademark Office and elsewhere, and to undertake all steps as may be necessary to give effect to the termination, discharge, and release of the security interest in the Property granted pursuant to the Collateral Agreement, in accordance with the terms of this Release. BOM, as Agent, hereby agrees to execute such further instruments and documents and perform such further acts as Remington and any of its agents may deem necessary to convey to Remington the rights herein conveyed.

IN WITNESS WHEREOF, BOM, as Agent, has caused this Release to be executed by its authorized officer as of the effective date of this Release.

TRADEMARK REEL: 008070 FRAME: 0514 BANK OF MONTREAL, AS AGENT

By: Name:

Peter Flaherty

Title:

Director

Date:

April 27th, 2023

TRADEMARK REEL: 008070 FRAME: 0515

# SCHEDULE A

Country	Mark	Filing Date	Serial Number	Registration Date	Registration Number
United	MIDWEST SEED GENETICS	October 26, 1995	75011009	June 24, 1997	2073231
United States		October 26, 1995	75011010	June 24, 1997	2073232
United States	NC+	September 26, 2016	87182835	August 29, 2017	5278013
Common Law		N/A	N/A	N/A	N/A

**RECORDED: 04/27/2023** 

TRADEMARK REEL: 008070 FRAME: 0516