

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUBSTITUTION OF SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN AGCREDIT, PCA, as predecessor collateral agent		01/26/2024	Production Credit Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SANDTON CAPITAL SOLUTIONS MASTER FUND V, LP, as successor collateral agent		
Street Address:	16 W 46th Street		
Internal Address:	Floor 11		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Exempted Limited Partnership (Elp): CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5612297	PANHANDLE MILLING	
Registration Number:	5587369	PHOENIX	
Registration Number:	5387353	INGREDIENT INTEGRITY AS NATURE INTENDED	
Registration Number:	5318967	TEXAS PURE MILLING	
Registration Number:	5277557	ORGANICGRAINS.COM	
Registration Number:	3917673	INGREDIENT INTEGRITY	
Registration Number:	2659698	PANHANDLE MILLING	
Registration Number:	6619804	PHM SAFE	
Registration Number:	5869312	BINS-TO-BOTTLES	
Registration Number:	3167402	REX BRAND VITAMIN FORTIFIED WHEAT GERM O	
Registration Number:	1124833	VIOBIN	
Registration Number:	0826364	VIOBIN	
Registration Number:	0635082	PROMETOL	
Registration Number:	0385912	REX	
Serial Number:	88581646	GUARDIAN KEEPING YOUR PRODUCTS SAFE	

OP \$390.00 5612297

CORRESPONDENCE DATA**Fax Number:** 7043311159*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:** PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com**Correspondent Name:** Moore & Van Allen PLLC**Address Line 1:** 100 North Tryon Street**Address Line 2:** Suite 4700, ATTN: IP DEPARTMENT**Address Line 4:** Charlotte, NORTH CAROLINA 28202**ATTORNEY DOCKET NUMBER:** 038383.000080**NAME OF SUBMITTER:** John Slaughter**SIGNATURE:** /john slaughter/**DATE SIGNED:** 01/31/2024**Total Attachments: 6**

source=Substitution of Secured Party - American AgCredit, PCA to Sandton Capital Solutions Master Fund V, LP#page1.tif

source=Substitution of Secured Party - American AgCredit, PCA to Sandton Capital Solutions Master Fund V, LP#page2.tif

source=Substitution of Secured Party - American AgCredit, PCA to Sandton Capital Solutions Master Fund V, LP#page3.tif

source=Substitution of Secured Party - American AgCredit, PCA to Sandton Capital Solutions Master Fund V, LP#page4.tif

source=Substitution of Secured Party - American AgCredit, PCA to Sandton Capital Solutions Master Fund V, LP#page5.tif

source=Substitution of Secured Party - American AgCredit, PCA to Sandton Capital Solutions Master Fund V, LP#page6.tif

SUBSTITUTION OF SECURED PARTY

This Substitution of Secured Party ("Substitution") is effective as of January 26, 2024, by and between AMERICAN AGCREDIT, PCA, a Federally Chartered Farm Credit Cooperative Association, in its capacity as predecessor collateral agent ("Resigning Collateral Agent"), and SANDTON CAPITAL SOLUTIONS MASTER FUND V, LP, a Cayman Islands exempted limited partnership with its principal place of business at 16 W 46th Street, Floor 11, New York, New York 10036, in its capacity as successor collateral agent ("Successor Collateral Agent").

WHEREAS, pursuant to an Assignment and Assumption Agreement dated as of the date hereof, among American AgCredit, PCA and American AgCredit, FLCA, as seller, and Sandton Capital Solutions Master Fund V, LP, as buyer (the "Purchase Agreement"), and an Agency Resignation, Assignment and Acceptance Agreement dated as of the date hereof (the "Resignation Agreement") among, *inter alia*, Resigning Collateral Agent and Successor Collateral Agent, Resigning Collateral Agent resigned as 2022 Facility Collateral Agent (and previously the 2021 Facility Collateral Agent) and Successor Collateral Agent was appointed, accepted appointment, as the 2022 Facility Collateral Agent under the Credit Agreement and the other Loan Documents, and succeeded to and became vested in all rights, powers, privileges, remedies, duties and obligations of the 2022 Facility Collateral Agent under the Credit Agreement and the other Loan Documents, and the Resigning Collateral Agent transferred, assigned, granted and conveyed unto the Successor Collateral Agent all of its right, title and interest in and to the Security Documents, any and all riders, addenda, exhibits, schedules and attachments thereto, all UCC financing statements filed in connection therewith and the Collateral, together with all attendant Liens, rights, title, assignments and interests pertaining to or arising from the Security Documents (collectively, the "Assigned Rights"), including in and to the intellectual property security interest notice documentation as identified on Schedule A attached hereto (the "IP Notices"), in each case without representation, warranty or recourse except as otherwise expressly set forth in the Resignation Agreement; and

WHEREAS, the IP Notices were recorded with the United States Patent and Trademark Office as identified on Schedule A attached hereto.

NOW THEREFORE, for good and valuable consideration provided to Resigning Collateral Agent from Successor Collateral Agent, the receipt and sufficiency of which are hereby acknowledged:

1. Defined Terms. Capitalized terms used herein (including in the preamble and recitals above) but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Resignation Agreement or other Loan Documents, as applicable.

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Purchase Agreement and Resignation Agreement, Resigning Collateral Agent resigned as 2022 Facility Collateral Agent (and previously the 2021 Facility Collateral Agent) and Successor Collateral Agent was appointed, accepted appointment, as the 2022 Facility Collateral Agent under the Credit Agreement and the other Loan Documents, and succeeded to and became vested in all rights, powers, privileges, remedies, duties and obligations of the 2022 Facility Collateral Agent under the Credit Agreement and the other Loan Documents, and the Resigning Collateral Agent transfers, assigns, grants and conveys unto the Successor Collateral Agent all of its right, title and interest in and to the Assigned Rights, including in and to the IP Notices, in each case without representation, warranty or recourse except as otherwise expressly set forth in the Resignation Agreement.

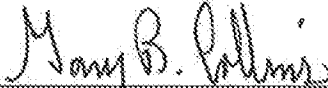
3. Incorporation. All terms set forth in the Resignation Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth herein are inconsistent with the terms of the Resignation Agreement, the terms set forth in Resignation Agreement shall control.

4. Counterparts. This Substitution may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Substitution. Delivery of an executed counterpart of this Substitution by facsimile shall be equally as effective as delivery of an original executed counterpart of this Substitution.

[Signature page follows]

RESIGNING COLLATERAL AGENT:

AMERICAN AGCREDIT, PCA,
as predecessor collateral agent

By: 
Name: Gary B. Collins
Title: Vice President

SUCCESSOR COLLATERAL AGENT:

SANDTON CAPITAL SOLUTIONS MASTER FUND V, LP,
as successor collateral agent

By: Sandton Capital Solutions V GP LLC,
its general partner

By: Sandton Fund Advisors, LLC,
its sole member

By: _____
Name: Rael Nurick
Title: Managing Member

RESIGNING COLLATERAL AGENT:

AMERICAN AGCREDIT, PCA,
as predecessor collateral agent

By: _____

Name: Gary B. Collins

Title: Vice President

SUCCESSOR COLLATERAL AGENT:

SANDTON CAPITAL SOLUTIONS MASTER FUND V, LP,
as successor collateral agent

By: Sandton Capital Solutions V GP LLC,
its general partner

By: Sandton Fund Advisors, LLC,
its sole member

By: *Tom Wood* _____

Name: Tom Wood

Title: Managing Member

Schedule A

Notice of Grant of Security Interest in Trademarks
Granted by Panhandle Milling, LLC
In Favor of American AgCredit, PCA, as 2021 Facility Collateral Agent
Recorded February 19, 2021 at Reel 7198 Frame 0118

Trademark Registrations

Mark	Reg. No.	Reg. Date
PANHANDLE MILLING and Design	5612297	11/20/2018
PHOENIX and Design	5587369	10/16/2018
INGREDIENT INTEGRITY AS NATURE INTENDED and Design	5387353	01/23/2018
TEXAS PURE MILLING	5318967	10/24/2017
ORGANICGRAINS.COM and Design	5277557	08/29/2017
INGREDIENT INTEGRITY	3917673	02/08/2011
PANHANDLE MILLING and Design	2659698	12/10/2002

Notice of Grant of Security Interest in Trademarks
Granted by PHM Brands, LLC
In Favor of American AgCredit, PCA, as 2022 Facility Collateral Agent
Recorded January 21, 2022 at Reel 7564 Frame 0648

Trademark Registration

Mark	Reg. No.	Reg. Date
PHM SAFE and Design	6619804	01/18/2022
BINS-TO-BOTTLES	5869312	09/24/2019

Notice of Grant of Security Interest in Trademarks
Granted by Viobin, LLC
In Favor of American AgCredit, PCA, as 2022 Facility Collateral Agent
Recorded January 21, 2022 at Reel 7564 Frame 0627

Trademark Registrations

Mark	Reg. No.	Reg. Date
REX BRAND VITAMIN FORTIFIED WHEAT GERM OIL and Design ¹	3167402	11/07/2006
VIOBIN	1124833	09/11/1979
VIOBIN	0826364	03/28/1967
PROMETOL	0635082	10/02/1956
REX ¹	0385912	03/25/1941

¹ Assignment of mark from Viobin, LLC to Panhandle Milling, LLC on 2022-08-30 recorded on 2026-04-11 at R8038, F0837.

Trademark Application

Mark	Appl. No.	Filing Date
GUARDIAN KEEPING YOUR PRODUCTS SAFE and Design	88581646	08/16/2019