OP \$90.00 3765221

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM412022

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interests

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, N.A.		01/11/2017	National Banking Association: ILLINOIS

RECEIVING PARTY DATA

Name:	GROOT INDUSTRIES, INC.
Street Address:	2500 Landmeier Road
City:	Elk Grove Village
State/Country:	ILLINOIS
Postal Code:	60007
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3765221	EARTH DAY EVERY DAY
Registration Number:	4862379	GROOT
Registration Number:	4862380	GROOT

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com
Correspondent Name: Andrea Gniadek, Project Assistant

Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Andrea Gniadek	
SIGNATURE:	/Michael Barys/	
DATE SIGNED:	01/12/2017	

Total Attachments: 4

source=Scan_Andrea H. Gniadek_14_51_11-01-2017#page1.tif source=Scan_Andrea H. Gniadek_14_51_11-01-2017#page2.tif source=Scan_Andrea H. Gniadek_14_51_11-01-2017#page3.tif

source=Scan_Andrea H. Gniadek_14_51_11-01-2017#page4.tif

Form **PTO-1594** (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.				
1. Name of conveying party(ies):	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached?			
WELLS FARGO BANK, N.A.	Name: GROOT INDUSTRIES, INC.			
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership ☐ Corporation- State: ☐ Other National Banking Association (Illinois)	Street Address: 2500 Landmeier Road City: Elk Grove Village State: L Country: USA Zip: 60007			
Citizenship (see guidelines)	Individual(s) Citizenship Association Citizenship			
3. Nature of conveyance/Execution Date(s): Execution Date(s) January 11, 2017 Assignment Merger Security Agreement Change of Name Other Release of Security Interests	Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment)			
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)	d identification or description of the Trademark. B. Trademark Registration No.(s) See Schedule A			
See Schedule A	Additional sheet(s) attached? Yes No			
C. Identification or Description of Trademark(s) (and Filing	Date if Application or Registration Number is unknown):			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Andrea Gniadek, Project Assistant	6. Total number of applications and registrations involved:			
Internal Address: Chapman and Cutler LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$			
Street Address: 111 West Monroe Street	Authorized to be charged to deposit account Enclosed			
City: Chicago	8. Payment Information:			
State: IL Zip: 60603				
Phone Number: <u>312-845-5132</u>	Danasit Assault Number			
Docket Number: 4174504	Deposit Account Number			
Email Address:serdiuk@chapman.com	Authorized User Name			
9. Signature: Male for Chap	man and Cutler LLP January 11, 2017			
Signature	Date			
Andrea Gniadek, Project Assistant	Total number of pages including cover sheet, attachments, and document:			
Name of Person Signing	Shoot, attachments, and accument.			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS dated January 11, 2017 by Wells Fargo Bank, N.A., with its mailing address at 10 South Wacker Drive, 16th Floor, Chicago, Illinois 60606 ("Bank");

WITNESSETH:

WHEREAS, Groot Industries, Inc., hereinafter referred to (as "Debtor"), with its mailing address at 2500 Landmeier Road, Elk Grove, Illinois 60007, and Bank were parties to a certain Trademark Collateral Agreement dated June 16, 2015 among Debtor, and Bank which was recorded in the United States Patent and Trademark Office on June 17, 2015 at Reel 5555, Frame 0354 (the "Agreement"), pursuant to which Debtor granted to Bank, a security interest in, among other things, the trademarks, service mark registrations, and applications listed on Schedule A attached hereto and certain other property (collectively, the "Trademark Collateral"); and

WHEREAS, Debtor has requested that Bank release its security interests in the Trademark Collateral and reassign the same to Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

Bank hereby releases its security interests in, and hereby reassigns, grants and conveys to Debtor, without any representation, warranty, recourse or undertaking by Bank, all of its right, title and interest, if any, in and to the Trademark Collateral and all of the following property and rights:

- (i) 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 all extensions and renewals thereof; and
- (ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A 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 but no obligation to sue for and collect, or otherwise recover, said damages.

release of trademarks Groot - 4123819.01.03.doex 4174504

IN WITNESS WHEREOF, Bank has caused this Release of Security Interests in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

WELLS FARGO BANK, N.A.

By Clames X

Name James G. Colom

Title Senior Vice President

[Signature Page to Release of Security Interest in Trademarks]

SCHEDULE A TO RELEASE OF SECURITY INTERESTS IN TRADEMARKS

Trademark	Registration Date/Filing Date	Registration No./Serial No.
EARTH DAY EVERY DAY	March 23, 2010 / Apr. 7, 2009	3765221 / 77708276
GROOT	Dec. 1, 2015 / March 6, 2015	4862379 / 86556000
GROOT Logo	Dec. 1, 2015 / Maich 6, 2015	4862380 / 86556064

TRADEMARK REEL: 005964 FRAME: 0063

RECORDED: 01/12/2017