

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806434

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INNOVA RESOURCES LLC		04/26/2023	Limited Liability Company: MISSOURI
Novus Ag LLC		04/26/2023	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4521905	INNOVA PERFORMANCE PRODUCTS	
Registration Number:	5508678	INNOVATION THAT YIELDS	
Registration Number:	5496471	NTISE	
Registration Number:	5496462	SOIL MD	
Registration Number:	5274942	CHIXMIX	
Registration Number:	5245194	TRIFECTA	
Registration Number:	4880818	HYPE	
Registration Number:	4588405	N-TRO	
Registration Number:	4592526	VALET	
Registration Number:	4588402	NUTRIMAXX	
Registration Number:	4592518	RENUÉ	
Registration Number:	4592517	JOLT	
Registration Number:	4588401	TRITON	
Registration Number:	4588399	CHROME	
Registration Number:	6457053	BACKSPIN	
Registration Number:	5127044	NOVUS AG	

OP \$415.00 4521905

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.

Phone: 8888295817
Email: john.cunningham@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 208 South LaSalle St.
Address Line 2: Suite 814
Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER:	Gregory T. Pealer
SIGNATURE:	/Gregory T. Pealer/
DATE SIGNED:	04/27/2023

Total Attachments: 7

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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):

INNOVA RESOURCES LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other LLC

Citizenship (see guidelines) Missouri

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 26, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of Montreal, as Agent

Street Address: 320 South Canal Street

City: Chicago

State: Illinois

Country: USA Zip: 60606

- Individual(s) _____
 Association _____
 Partnership _____
 Limited Partnership _____
 Corporation Citizenship _____
 Other Bank Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

None

B. Trademark Registration No.(s)

See Schedule A attached hereto.

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: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 320 South Canal Street

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-845-2955

Docket Number: 4409090

Email Address: pealer@chapman.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Gregory T. Pealer

Signature

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

April 26, 2023

Date

Total number of pages including cover sheet, attachments, and document:

7

ADDITIONAL CONVEYING PARTY:

NAME OF CONVEYING PARTY: Novus Ag LLC

TYPE OF PARTY: LLC

CITIZENSHIP: Missouri

TRADEMARK COLLATERAL AGREEMENT

This 26th day of April, 2023, INNOVA RESOURCES LLC, a Missouri limited liability company (“*Innova*”) and NOVUS AG LLC, a Missouri limited liability company (“*Novus Ag*”) together with Innova, each individually a “*Grantor*” and collectively, the “*Grantors*”) with their principal place of business and mailing address at 3420 E. Harmony Road, Suite 122, Fort Collins, Colorado 80528, for good value and consideration, the receipt and sufficiency of which is hereby acknowledged, assigns pledges, and grants to BANK OF MONTREAL (“*BMO*”), with its mailing address at 320 South Canal Street, Chicago, Illinois 60606, acting as administrative agent for the Secured Parties as defined in that certain Credit Agreement bearing even date herewith among the Grantors, the other grantors party thereto and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the “*Credit Agreement*”) (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the “*Administrative Agent*”), a lien on and continuing security interest in all of the right, title and interest of the Grantors in, to and under the following property, wherever located, and whether now existing or hereafter arising (the “*Trademark Collateral*”):

(i) Each trademark and trademark registration listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark registration, 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 the Grantors 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 or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of the Grantors as set out in that certain Security Agreement bearing even date herewith among the Grantors, the other grantors party thereto and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, or the lien or security interest made and granted under this Trademark Collateral Agreement attach to, any application by any Grantor for a trademark, until such time that the applicable Grantor begins to use such trademark in the applicable jurisdiction.

The Grantors authorize the United States Patent Trademark Office to record and register this Trademark Collateral Agreement upon request by the Administrative Agent.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the lien on and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement.

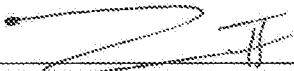
This Trademark Collateral Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the Obligations Payment Date (as defined in the Credit Agreement). Upon the termination of this Trademark Collateral Agreement, the Administrative Agent shall, at the sole expense of the Grantors, execute all documents, make all filings and take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations law of the State of New York) without regard to conflicts of laws principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

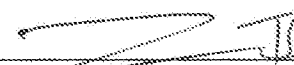
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INNOVA RESOURCES LLC

By 
Name: Thomas E. Warner II
Title: Chief Executive Officer

NOVUS AG LLC

By 
Name: Thomas E. Warner II
Title: Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantors have caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INNOVA RESOURCES LLC

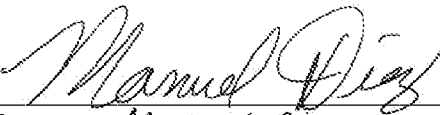
By _____
Name: _____
Title: _____

NOVUS AG LLC

By _____
Name: _____
Title: _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By  _____
Name: Manuel Diaz
Title: Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

REGISTRATION NUMBER	TITLE	REG DATE	OWNER
4521905	INNOVA PERFORMANCE PRODUCTS	29-APR-2014	Innova Resources LLC
5508678	INNOVATION THAT YIELDS	03-JUL-2018	Innova Resources LLC
5496471	NTISE	19-JUN-2018	Innova Resources LLC
5496462	SOIL MD	19-JUN-2018	Innova Resources LLC
5274942	CHIXMIX	29-AUG-2017	Innova Resources LLC
5245194	TRIFECTA	18-JUL-2017	Innova Resources LLC
4880818	HYPE	05-JAN-2016	Innova Resources LLC
4588405	N-TRO	19-AUG-2014	Innova Resources LLC
4592526	VALET	26-AUG-2014	Innova Resources LLC
4588402	NUTRIMAXX	19-AUG-2014	Innova Resources LLC
4592518	RENUE	26-AUG-2014	Innova Resources LLC
4592517	JOLT	26-AUG-2014	Innova Resources LLC
4588401	TRITON	19-AUG-2014	Innova Resources LLC
4588399	CHROME	19-AUG-2014	Innova Resources LLC
6457053	BACKSPIN	17-AUG-2021	Innova Resources LLC
5127044	NOVUS AG	24-JAN-2017	Novus Ag LLC

MATERIAL UNREGISTERED TRADEMARKS AND SERVICE MARKS

