# 504815067 03/12/2018

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4861802

SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		RELEASE OF SECURITY INTEREST				
ONVEYING PARTY D	ΑΤΑ					
		Name			Execution Date	
BANK OF MONTREAL,	AS ADMINI	FRATIVE AGENT		12/20/2017		
RECEIVING PARTY DA						
Name:	MIDTECH	MIDTECH R&D, INC.				
Street Address:	1120 LAKI	AVENUE				
Internal Address:	BOX 933					
City:	FAIRMON					
State/Country:	MINNESO	A				
Postal Code:	56031					
Property Type		Number				
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#### **RELEASE OF SECURITY INTEREST IN PATENTS**

THIS RELEASE OF SECURITY INTEREST IN PATENTS (this "*Release*") dated December 20, 2017, by Bank of Montreal ("*BMO*") with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below (BMO acting as such administrative agent being hereinafter referred to as the "*Agent*");

#### WITNESSETH:

WHEREAS, Midtech R&D, Inc., a Minnesota corporation ("*Debtor*"), with its mailing address at 1120 Lake Avenue, Box 933, Fairmont, Minnesota 56031 and Agent were parties to a certain Patent Collateral Agreement dated August 29, 2005, between Debtor and Agent which was recorded in the United States Patent and Trademark Office on September 1, 2005, in Reel 016480, at Frame 0443 and assigned to Agent pursuant to a Notice of Change in Secured Party dated November 19, 2009, and recorded with the United States Patent and Trademark Office on November 23, 2009, in Reel 023556, at Frame 0001, which was subsequently corrected pursuant to a Corrective Assignment to Correct Conveyance Type dated November 19, 2009, and recorded with the United States Patent and Trademark Office on December 23, 2009, in Reel 023691, at Frame 0902 (the "*Agreement*"), pursuant to which Debtor granted to Agent, a security interest in, among other things, the patents and patent applications listed on Schedule A attached hereto and certain other property (collectively, the "*Patent Property*"); and

WHEREAS, Debtor has requested that Agent release its security interests in the Patent Property and reassign the same to Debtor;

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

#### AGREEMENT:

1. Agent acting in its capacity as an authorized agent for the Secured Parties hereby releases the security interests granted in the Agreement, and hereby reassigns, grants, and conveys to Debtor, without any representation, warranty, recourse, or undertaking by Agent, all of its and Secured Parties' right, title, and interest, if any, in and to each patent and patent application listed on Schedule A hereto, including:

(i) each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, divisions, continuations, continuations-in-part, or extensions thereof; and

(ii) all proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for damages by reason of past, present, or future infringement of any patent or patent application listed on Schedule A hereto, in each case together with the right to sue for and collect said damages.

2. Agent represents and warrants that it has the full legal capacity, power, and authority to enter into this Release and to bind the Secured Parties to this Release. This Release

PATENT REEL: 045175 FRAME: 0509 constitutes the legal, valid, and binding obligation of Agent and Secured Parties and is enforceable against them in accordance with its terms.

3. Agent authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the Release hereby given.

[SIGNATURE PAGE TO FOLLOW]

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

BANK OF MONTREAL, as Administrative Agent

By Then Clark

Title: Director

[Signature Page]

PATENT REEL: 045175 FRAME: 0511

#### SCHEDULE A TO RELEASE OF SECURITY INTERESTS IN PATENTS

#### U.S. PATENT NUMBERS AND PENDING U.S. PATENT APPLICATION NUMBERS

U.S. PATENT NUMBER	TITLE OF PATENT	DATE ISSUED
5679128	Dry-Bonded Nonionic Adjuvants	10/21/1997
5964917	Free-Flowing Fertilizer Compositions	10/12/1999

RECORDED: 03/12/2018