

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6567467

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BANK OF MONTREAL	02/11/2021
RECEIVING PARTY DATA	
Name:	LIVINGSTON SEED COMPANY
Street Address:	202 SOUTH WASHINGTON STREET
Internal Address:	C/O SEED HOLDINGS, INC.
City:	NORTON
State/Country:	MASSACHUSETTS
Postal Code:	02766
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8051984
Patent Number:	6758341
CORRESPONDENCE DATA	
Fax Number:	(949)567-6710
<i>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.</i>	
Phone:	9498527792
Email:	ipprosecution@orrick.com, vsantos@orrick.com
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP
Address Line 1:	2050 MAIN STREET, SUITE 1100
Address Line 4:	IRVINE, CALIFORNIA 92614-8255
ATTORNEY DOCKET NUMBER:	6257.212
NAME OF SUBMITTER:	VICTOR SANTOS
SIGNATURE:	/Victor Santos/
DATE SIGNED:	02/24/2021
Total Attachments: 4	
source=1L Patent Release and Reassignment (Executed)#page1.tif	
source=1L Patent Release and Reassignment (Executed)#page2.tif	
source=1L Patent Release and Reassignment (Executed)#page3.tif	
source=1L Patent Release and Reassignment (Executed)#page4.tif	

PATENT RELEASE AND REASSIGNMENT

THIS PATENT RELEASE AND REASSIGNMENT is made as of February 11, 2021, by Bank of Montreal, in its capacity as Administrative Agent and Collateral Agent for the Lenders (in such capacity, the "Agent") in favor of Livingston Seed Company, a Delaware corporation ("Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement or the Patent Security Agreement (each as defined below), as applicable.

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain First Lien Security Agreement dated as of December 23, 2014, by and among Ares Capital Corporation (the "Prior Agent"), Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor granted to Prior Agent, for the benefit of the Lenders, a security interest in certain intellectual property, including but not limited to, certain patents ("Patents") and Patent Collateral (as defined below) as security for certain obligations owing by Grantor to Prior Agent, including those set forth on Schedule A hereto;

WHEREAS, pursuant to the Security Agreement, the Prior Agent and the Grantor entered into that certain First Lien Patent Security Agreement dated as of December 23, 2014 (the "Patent Security Agreement") to record the Prior Agent's security interest in the Patents and Patent Collateral;

WHEREAS, the Patent Security Agreement was recorded by the Patent Division of the United States Patent and Trademark Office on December 23, 2014, at Reel 034700, Frame 0048;

WHEREAS, the Notice of Change of Administrative Agent and Collateral Agent – Assignment for Security (Patents), dated as of January 30, 2015, evidencing Bank of Montreal as Administrative Agent and Collateral Agent was recorded with the United States Patent and Trademark Office on February 3, 2015, at Reel 034880, Frame 0734; and

WHEREAS, Grantor has requested that Agent release its security interest in the Collateral and reassign any and all right, title and interest in, to and under the same to Grantor.

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

1. Agent hereby releases its security interest and all of its right, title and interest in and to the following (collectively the "Patent Collateral"):

(a) each Patent listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Patent; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Patent, or (ii) injury to the goodwill associated with each such Patent.

2. Agent hereby releases, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Patents and the Patent Collateral.

3. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

4. This Patent Release and Reassignment is made under and shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without reference to conflicts of laws provisions.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has duly executed this Release as of the date first above written.

BANK OF MONTREAL

A handwritten signature in black ink, appearing to be 'ZD' with a stylized flourish.

By:

Name: Zachary Duloc

Title: Director

SCHEDULE A

Patent Registrations

Owner	Title	Patent No.	Issue Date
Livingston Seed Company	Windowed seed pack envelope with wrap around window	8,051,984	November 8, 2011
Livingston Seed Company	Seed envelope and method of packaging seed	6,758,341	July 6, 2004