

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508139

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Bank National Association, as Administrative Agent		01/31/2019	national banking association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Agspring Mississippi Region, LLC		
<b>Street Address:</b>	5250 West 116th Place, Suite 200		
<b>City:</b>	Leawood		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66211		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5013497	BIG RIVER RICE AND GRAIN	
<b>Registration Number:</b>	5020049	BIG RIVER RICE AND GRAIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6127661600		
<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>			
<b>Phone:</b>	612-766-6911		
<b>Email:</b>	susan.carlson@faegrebd.com		
<b>Correspondent Name:</b>	Susan Carlson, Faegre Baker Daniels LLP		
<b>Address Line 1:</b>	90 South 7th St Ste 2200		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Susan Carlson		
<b>SIGNATURE:</b>	/e/ Susan Carlson		
<b>DATE SIGNED:</b>	01/31/2019		
<b>Total Attachments: 4</b>			
source=Agspring Trademark Release#page1.tif			
source=Agspring Trademark Release#page2.tif			
source=Agspring Trademark Release#page3.tif			

OP \$65.00 5013497



**RELEASE OF TRADEMARK SECURITY INTEREST**

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of January 31, 2019 and granted by U.S. Bank National Association, as administrative agent (the "Administrative Agent") under the Credit Agreement referred to below, in favor of Agspring Mississippi Region, LLC ("Grantor").

**WHEREAS**, pursuant to that certain Term Credit Agreement dated as of December 14, 2015 (as amended by that certain First Amendment, dated as of December 13, 2016, that certain Amendment and Forbearance to Term Credit Agreement, dated as of July 20, 2017, that certain Second Amendment, dated as of September 22, 2017, that certain Third Amendment, dated as of January 22, 2018, that certain Fourth Amendment, dated as of June 1, 2018, that certain Fifth Amendment, dated as of August 1, 2018, that certain Sixth Amendment, dated as of the date hereof, and as further amended, restated, supplemented, renewed, extended or otherwise modified from time to time, the "Credit Agreement") among Agspring, LLC, a Delaware limited liability company, as borrower, Administrative Agent, and the lenders party thereto (the "Lenders"), (i) the Grantor, the Administrative Agent, and the other grantors named therein entered into that certain Security Agreement, dated as of December 14, 2015 (the "Security Agreement") and (ii) Grantor executed and delivered to the Administrative Agent that certain Grant of Trademark Security Interest by and between Grantor and the Administrative Agent dated as of December 14, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement" and, together with the Security Agreement, the "Security Agreements");

**WHEREAS**, pursuant to the Trademark Security Agreement, Grantor pledged and granted to the Administrative Agent a security interest in all of the rights, title and interests of Grantor in, to and under the Trademark Collateral (as defined below);

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 005689, Frame 0358 on December 15, 2015;

**WHEREAS**, Administrative Agent desires to release its security interest in and lien on the Trademark Collateral (as defined below), including but not limited to, all rights, title and interests (including rights acquired pursuant to a license or otherwise) in and to all trademarks, services marks, designs, logos, indicia, trade names, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles or other source or business identifiers and applications pertaining thereto;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Administrative Agent hereby states as follows:

1. Definition. The term "Trademark Collateral", as used herein, shall mean all of Grantor's rights, title and interest in and to the following (in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located) (the "Trademark Collateral");

- a. all rights, title and interests (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles or other source or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “Trademarks”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries;
  - b. all extensions or renewals of any of the foregoing;
  - c. all goodwill of such Grantor’s business symbolized by any of the foregoing;
  - d. the right to sue or otherwise recover for past, present or future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill; and
  - e. all proceeds, products, rents and profits of or from any and all of the foregoing, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due or payable with respect thereto and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing. For purposes of this Release, the term “proceeds” shall have the meaning assigned to the term “Proceeds” in the UCC.
2. Release of Security Interest. Administrative Agent, on behalf of itself and the other Secured Parties (as defined in the Security Agreement), hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interest in and lien on the Trademark Collateral and reassigns to Grantor all rights, title and interests it may have in, to and under the Trademark Collateral, without recourse or representation or warranty of any kind by the Administrative Agent.

[Remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, the undersigned has executed this Release of Trademark Security Interest, effective as of the date first above written.

**U.S. BANK NATIONAL ASSOCIATION**, as  
Administrative Agent

By:  \_\_\_\_\_

Name: Alexandra Robb

Title: Assistant Vice President

*Signature Page to Release of Trademark Security Interest*

**TRADEMARK**  
**REEL: 006546 FRAME: 0636**

Schedule A

Trademarks, Service Marks, Trademark Licenses

UNITED STATES TRADEMARKS:

<u>Owner</u>	<u>Trade mark</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>
Agspring Mississippi Region, LLC	Big River Rice and Grain	App: 86402486  Reg: 5013497	App: September 22, 2014  Reg: August 2, 2016
Agspring Mississippi Region, LLC	Big River Rice and Grain and Design	App: 86402491  Reg: 5020049	App: September 22, 2014  Reg: August 16, 2016

*Schedule to Release of Trademark Security Interest*