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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM689071

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF TRADEMARK AND PATENT SECURITY AGREEMENT

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		11/05/2021	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	BFG SUPPLY CO., LLC	
Street Address:	dress: 14500 Kinsman Road	
Internal Address:	Attn: Mark Hedstrom	
City:	Burton	
State/Country:	ate/Country: OHIO	
Postal Code:	stal Code: 44021	
Entity Type:	tity Type: Limited Liability Company: INDIANA	

### **PROPERTY NUMBERS Total: 1**

	Property Type	Number	Word Mark
ıΓ	Registration Number:	3289571	GROWER SELECT

### **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:** 800-494-5225

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1525850 TM E
NAME OF SUBMITTER:	Dillon Kelly
SIGNATURE:	/Dillon Kelly/
DATE SIGNED:	11/18/2021

**Total Attachments: 3** 

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# TERMINATION AND RELEASE OF TRADEMARK AND PATENT SECURITY AGREEMENT

This Termination and Release of Trademark and Patent Security Agreement (this "Release") is effective as of November 5, 2021, by PNC BANK, NATIONAL ASSOCIATION ("Agent") in favor of BFG SUPPLY CO., LLC,, a limited liability company organized under the laws of the State of Indiana ("Grantor"). Capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor entered into a Revolving Credit, Term Loan and Security Agreement, dated September 15, 2010 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Agent.

WHEREAS, pursuant to the Security Agreement, the Grantor executed that certain Trademark and Patent Security Agreement, dated as of September 15, 2010, in favor of Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>"), whereby Grantor granted to Agent a continuing security interest in all of the IP Collateral ("IP Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Intellectual Property listed on Exhibit A hereto), to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on October 8, 2010 at Reel/Frame 004293/0266; and

WHEREAS, the Grantor has requested that the Agent release its security interest in all right, title and interest in, to and under all of the IP Collateral and Agent desires to release its security interest in all right, title and interest in, to and under all of the IP Collateral.

NOW, THEREFORE, intending to be legally bound hereby and in connection with the Trademark Security Agreement, Agent hereby (i) releases the continuing security interest and continuing lien upon, and terminates its security interest in, and all other rights, title and interest in and to, the IP Collateral without any recourse, representation or warranty, (ii) terminates the Trademark Security Agreement, and (iii) re-assigns to each applicable Grantor, any right, title or interest Agent may have in, to or under the IP Collateral under the Security Agreement or the Trademark Security Agreement, together with the goodwill of the business symbolized thereby, and hereby authorizes the Grantor's authorized representative or designee to record this Release with the United States Patent and Trademark Office as evidence of such release and termination.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

PNC/BANK, NATIONAL ASSOCIATION

Name: David Keith

Title: Senior Vice President

Signature Page to Termination and Release of Intellectual Property Security Agreement

**RECORDED: 11/18/2021**