

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI69879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ING Capital LLC		03/01/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	The Western Sugar Cooperative		
Street Address:	7555 E. Hampden Avenue		
Internal Address:	Suite 520		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80231		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	598851	GW	
Registration Number:	1852026	GW	
Registration Number:	1544719	W	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(800)927-9801		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC -J. Paterson		
Address Line 1:	19 West 44th Street		
Address Line 2:	Suite 200		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	Jean Paterson		
DATE SIGNED:	03/05/2024		
Total Attachments: 4			

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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of March 1, 2024 (“Release”), is made by ING CAPITAL LLC, a Delaware limited liability company, in its capacity as administrative agent under the Loan Agreement (in such capacity, “Administrative Agent”), in favor of THE WESTERN SUGAR COOPERATIVE, a Colorado cooperative corporation (the “Grantor”).

WITNESSETH:

WHEREAS, Grantor, Agent and the Lenders party thereto are parties to that certain Loan and Security Agreement dated as of November 6, 2020, (the “Loan Agreement”) and other related loan documents (collectively, with the Loan Agreement, and as each may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Financing Agreements”), pursuant to which (i) the Lenders from time to time extended credit and other financial accommodations to or for the account of Grantor and (ii) Grantor granted to Agent, on behalf of the Secured Parties, a security interest in substantially all of Grantor’s assets, including, without limitation, all of the Intellectual Property of the Grantor; and

WHEREAS, the Grantor and Administrative Agent are parties to that certain Intellectual Property Security Agreement, dated as of November 6, 2020 (the “IP Security Agreement”), pursuant to which, the Grantor has granted a security interest in and to all of Grantor’s rights, title and interest in and to all IP Collateral (as defined in the IP Security Agreement) of Grantor including, without limitation the trademark and service mark registrations and trademark and service mark applications set forth on Schedule A attached hereto (the “Trademarks”), notice of which was recorded at the United States Patent and Trademark Office on November 6, 2020 at Reel 7104/Frame 0049; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its security interest in the IP Collateral, including the Trademarks, granted pursuant to the IP Security Agreement.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the parties agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in, as applicable, the IP Security Agreement or the Loan Agreement.

SECTION 2. Termination and Release. The Administrative Agent hereby:

(a) (i) irrevocably terminates, releases, and discharges its continuing security interest in and general lien upon, and any conditional collateral assignment of, all right, title and interest in, to and under the IP Collateral, including the Trademarks, granted pursuant to the IP Security Agreement without recourse, representation or warranty of any kind; and (ii) agrees that any and all right, title, or interest of the Administrative Agent in the IP Collateral, including the Trademarks, granted pursuant to the IP Security Agreement and all products and proceeds thereof, are hereby irrevocably reconveyed, transferred, and assigned to Grantor without recourse, representation or warranty of any kind, as well as any right, title, or interest of the Administrative Agent in the IP Collateral, including the Trademarks, granted to the Administrative Agent pursuant to the IP Security Agreement which agreement shall hereby cease and become void; and (iii) agrees to provide to Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including without limitation to execute any other documents) and take

any further actions that Grantor may reasonably request to effect the intent and purpose of this release and such reconveyance, transfer, and assignment (and all documents that are to be prepared by counsel to such Grantor and the cost and expense of such documents and actions shall be borne by Grantor);

(b) authorizes the recordation of this Release with the United States Patent and Trademark Office; and

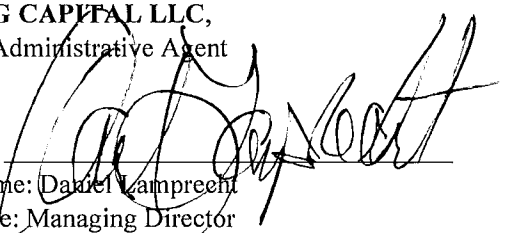
(c) agrees that this Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic means will be as effective as delivery of a manually executed counterpart of this Release.

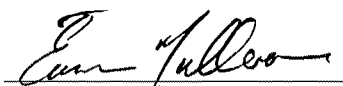
This Release and the rights and obligations of the parties hereunder shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed and enforced in accordance with the laws of the State of New York.

[Signature pages follow]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed as of the date first set forth above.

ING CAPITAL LLC,
as Administrative Agent




By: 
Name: Daniel Lamprecht
Title: Managing Director

By: 
Name: Eanna Mulkere
Title: Director

SCHEDULE A

TRADEMARK COLLATERAL

Registered Trademarks

Registered Owner	Trademark Description	Status	Registration Number	Registration Date	Serial Number	Filing Date
The Western Sugar Cooperative	GW (stylized letters) 	Registered	598851	11/30/54	71-645478	4/17/53
The Western Sugar Cooperative	GW (words and design) 	Registered	1852026	8/30/94	74-343431	12/28/92
The Western Sugar Cooperative	W (words and design) 	Registered	1544719	6/20/89	73-722858	4/18/88