

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465209

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Administrative Agent		12/20/2017	Chartered Bank: CANADA

RECEIVING PARTY DATA

Name:	Midtech R&D, Inc.
Street Address:	1120 Lake Avenue
Internal Address:	Box 933
City:	Fairmont
State/Country:	MINNESOTA
Postal Code:	56031
Entity Type:	Corporation: MINNESOTA

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2050908	ARRAY
Registration Number:	2624349	DDS2000
Registration Number:	2050909	DIPLOMAT
Registration Number:	2060183	DRY BONDED
Registration Number:	2634654	EVERLAST
Registration Number:	2023997	EXCALIBUR
Registration Number:	1966601	IMPRESSIVE
Registration Number:	1913136	MARGIN MAKER
Registration Number:	2812122	MEDALLION
Registration Number:	2581904	MEDALLION QUALITY AGRICULTURAL PRODUCTS
Registration Number:	1850487	R NITRO-PUR
Registration Number:	1830071	R ORTECH
Registration Number:	1827962	R PURITY 100
Registration Number:	1827965	R RECON
Registration Number:	1827963	R TRADITION 93
Registration Number:	1827964	R R-WAY
Registration Number:	2050906	SABLE
Registration Number:	1968169	SENSATION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1827961	SUNDANCE II
Registration Number:	2208403	TARGET PERFORMANCE ADJUVANT
Registration Number:	2290011	
Registration Number:	2752234	ZENITH
Registration Number:	1828694	R MEDALLION QUALITY AGRICULTURAL PRODUCT
Registration Number:	3034757	MARGIN ADVANTAGE PRODUCTS

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.

Email: eroetker@felhaber.com

Correspondent Name: Elizabeth G. Roetker

Address Line 1: 220 South Sixth Street, Suite 2200

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	5058.325
NAME OF SUBMITTER:	Elizabeth G. Roetker
SIGNATURE:	/Elizabeth G. Roetker/
DATE SIGNED:	03/12/2018

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “*Release*”) dated December 20, 2017, by Bank of Montreal, a Canadian chartered bank (“*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 Trademark Collateral Agreement dated August 29, 2005, between Debtor and Agent which was recorded in the United States Patent and Trademark Office on June 25, 2001, in Reel 002322, at Frame 0157, and on September 2, 2005, in Reel 003185, at Frame 0591 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 004101, at Frame 0079, 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 004120, at Frame 0202 (the “*Agreement*”), pursuant to which Debtor granted to Agent, a security interest in, among other things, the trademarks, trademark registrations, and trademark applications listed on Schedule A attached hereto and certain other property (collectively, the “*Trademark Property*”); and

WHEREAS, Debtor has requested that Agent release its security interests in the Trademark 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 trademark, trademark registration, and trademark application listed on Schedule A hereto, including:

(i) each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application, except that this document shall not operate as a sale, transfer, conveyance, or other assignment of any intent to use trademark application to the extent that such application is pending without a Statement of Use having been filed and accepted, in which case this document shall operate only to release a security interest in such application; 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 trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, 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 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 Trademarks 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 
Name: Thomas Ausborn
Title: Director

[Signature Page]

TRADEMARK
REEL: 006289 FRAME: 0957

**SCHEDULE A
TO RELEASE OF SECURITY INTERESTS IN TRADEMARKS**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.
Array	2,050,908
DDS 2000	2,624,349
Diplomat	2,050,909
Dry Bonded	2,060,183
Everlast	2,634,654
Excalibur	2,023,997
Impressive	1,966,601
Margin Maker	1,913,136
Medallion	2,812,122
Medallion Quality Ag Products	2,581,904
R Nitro Pur (logo)	1,850,487
R Ortech (logo)	1,830,071
R Purity 100 (logo)	1,827,962
R Recon (logo)	1,827,965
R Tradition 93 (logo)	1,827,963
R R-Way (logo)	1,827,964
Sable	2,050,906
Sensation	1,968,169
Sundance II (logo)	1,827,961
Target Performance Adjuvant	2,208,403
Logo (Target with Darts design)	2,290,011
Zenith	2,752,234
R Medallion Quality Agricultural Product	1,828,694
Margin Advantage Products (logo)	3,034,757