

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409311

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fusion Research Associates, Inc.		12/16/2016	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4274020	ULTRA FRESH FRESHNESS PROTECTION	
Registration Number:	4274021	ULTRA · FRESH ANTIMICROBIAL TECHNOLOGY	
Registration Number:	1330317	ULTRA-FRESH	
Registration Number:	1918654	ULTRA-FRESH	
Registration Number:	3403027	SILPURE	
Registration Number:	3745690	S SILPURE A THOMSON RESEARCH TECHNOLOGY	
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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	John Thursby		
Address Line 1:	111 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	John Thursby		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	12/16/2016		
Total Attachments: 13			

OP \$165.00 4274020

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TRADEMARK COLLATERAL AGREEMENT

This 16th day of December, 2016, FUSION RESEARCH ASSOCIATES, INC., a Delaware corporation (the "*Debtor*"), with its principal place of business and mailing address at 11400 Vanstory Drive, Huntersville, North Carolina 28078, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below), and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in the following property:

(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; 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;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement dated as of May 1, 2015, among Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

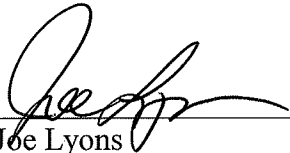
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FUSION RESEARCH ASSOCIATES, INC.

By  _____
Name: Joe Lyons
Title: Secretary

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FUSION RESEARCH ASSOCIATES, INC.

By _____
Name: _____
Title: _____

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By *R. Ted Keller*
Name *R. Ted Keller*
Title *Vice President*

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
REEL: 005938 FRAME: 0700

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
FEDERAL TRADEMARK REGISTRATIONS**

Registrant	Registration No.	Title	Expiry Date
Thomson Research Associates	4274021	ULTRA FRESH ANTIMICROBIAL TECHNOLOGY & Design (New logo)	Jan 15, 2019 (declaration of use) Jan 15, 2023
Thomson Research Associates	4274020	ULTRA FRESH FRESHNESS PROTECTION & Design (New logo)	Jan 15, 2019 (declaration of use) Jan 15, 2023
Thomson Research Associates	1330317	ULTRA-FRESH	Apr 16, 2025
Thomson Research Associates	1918654	ULTRA-FRESH & DESIGN	Sep 12, 2025
Thomson Research Associates International Limited	3403027	SILPURE	Mar 25, 2018
Thomson Research Associates International Limited	3745690	SILPURE & Design	Feb 9, 2020

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(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; 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;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement dated as of May 1, 2015, among Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

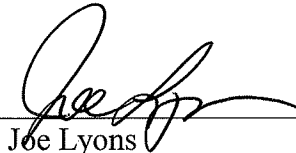
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FIFTH THIRD BANK, as Administrative Agent

By _____
Name _____
Title _____

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Name: _____
Title: _____

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FIFTH THIRD BANK, as Administrative Agent

By *R. Ted Keller*
Name *R. Ted Keller*
Title *Vice President*

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TRADEMARK
REEL: 005938 FRAME: 0705

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