

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM429485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Biocomposites Limited		05/31/2017	Limited Liability Company: ENGLAND
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Administrative Agent		
Street Address:	30 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4349445	BIOCOMPOSITES	
Registration Number:	4252913	FLIPSIDE	
Registration Number:	4299188	STIMULAN RAPID CURE	
Registration Number:	3892314	ZPC	
Registration Number:	3653823	BIOCOMPOSITES	
Registration Number:	3633763	DOUBLEPLAY	
Registration Number:	2932388	GENEX	
Registration Number:	2648714	BIOSTEON	
Registration Number:	2783534	BILOK	
Registration Number:	2551739	FORTOSS	
Registration Number:	2539013	STIMULAN	
Registration Number:	2739397	ALLOGRAN	
Registration Number:	2635648	BIOCOMPOSITES	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	(312) 558-6352		
Email:	mfoy@winston.com		
TRADEMARK			

CH \$340.00 4349445

Correspondent Name: Michelle Foy, Winston & Strawn LLP
Address Line 1: 35 West Wacker Drive
Address Line 2: Suite 4200
Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER: 14044.92

NAME OF SUBMITTER: Michelle Foy

SIGNATURE: /Michelle Foy/

DATE SIGNED: 05/31/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of May 31, 2017 is made by Biocomposites Limited, a limited liability company incorporated in England and Wales (“Grantor”), in favor of Barings Finance LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement, dated as of May 31, 2017, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”) or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of the Grantor’s right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its (i) Trademarks and (ii) Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto but excluding any intent-to-use United States trademark applications or servicemark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Administrative Agent. The Grantor hereby irrevocably constitutes and appoints Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, the Grantor hereby gives Administrative Agent the power and right, on behalf of and at the expense of such Grantor and Pledgor, without notice to or assent by the Grantor, to do any or all of the actions and steps referred to in Section 7.01(a) of the Guaranty and Security Agreement

with respect to the Collateral of such person pledged hereunder and ratifies all that such attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

5. Acknowledgment Regarding Default; Covenant Compliance. Upon the occurrence and continuance of an Event of Default, Grantor agrees that the Administrative Agent may exercise all rights and remedies granted to the Administrative Agent in the Guaranty and Security Agreement with respect to the Collateral secured hereby, including but not limited to the remedies set forth at Section 6.02(d) and Section 6.06 thereof. Grantor agrees that it will comply with all covenants set forth at Sections 5.02, 5.07, and 5.12 of the Guaranty and Security Agreement as and to the same extent as if the Grantor had been an original signatory to the Guaranty and Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and that Sections 4.08 (Intellectual Property), 5.07 (Intellectual Property), 6.04 (Proceeds to be turned over to Administrative Agent), 6.05 (Application of Proceeds), (UCC and Other Remedies) 6.08 (Waiver Deficiency), 7 (Administrative Agent) and 8 (Miscellaneous) (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein;

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

7. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BIOCOMPOSITES LIMITED, as Grantor

By: 
Name: John Stephen Bratt
Title: Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006074 FRAME: 0085

BARINGS FINANCE LLC,
as Administrative Agent

By: Barings LLC
Its: Manager

By: 
Name: Mark Hindson
Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARKS	REGISTRATION NUMBER	REGISTRATION DATE	JURISDICTION
BRINGING CA 20 CALCIUM TO LIFE	4929604	4/5/16	United States
BRINGING CALCIUM TO LIFE	4929606	4/5/16	United States
BIOCOMPOSITES	4349445	6/11/13	United States
FLIPSIDE	4252913	12/4/12	United States
STIMULAN RAPID CURE	4299188	3/5/13	United States
ZPC	3892314	12/21/10	United States
BIOCOMPOSITES	3653823	7/14/09	United States
DOUBLEPLAY	3633763	6/9/09	United States
GENEX	2932388	3/15/05	United States
BIOSTEON	2648714	11/12/02	United States
BILOK	2783534	11/18/03	United States
FORTROSS	2551739	3/26/02	United States
STIMULAN	2539013	2/19/02	United States
ALLOGRAN	2739397	7/22/03	United States
BIOCOMPOSITES	2635648	10/15/02	United States
STIMULAN	2582281	7/15/13	Argentina
STIMULAN	1556179	5/9/13	Australia
BIOCOMPOSITES	1556210	5/9/13	Australia
STIMULAN RAPID CURE	1556220	5/9/13	Australia
THE NEXT REGENERATION	1298480	5/8/09	Australia
POWERPLAY	1276506	12/8/08	Australia
STIMULAN	840558902	5/31/16	Brazil
STIMULAN	840558880	2/21/17	Brazil
BIOCOMPOSITES	840516770	2/2/16	Brazil
BIOCOMPOSITES	840516789	2/2/16	Brazil
BRINGING CALCIUM TO LIFE	TMA939891	6/6/16	Canada

TRADEMARKS	REGISTRATION NUMBER	REGISTRATION DATE	JURISDICTION
BRINGING CALCIUM TO LIFE	TMA939890	6/6/16	Canada
GENEX	TMA914970	9/24/15	Canada
STIMULAN	TMA898550	3/12/15	Canada
BIOCOMPOSITES	TMA909744	7/29/15	Canada
FLIPSIDE	11205340	12/7/13	China
FLIPSIDE	11205339	12/7/13	China
ZPC	8028085	6/14/11	China
DOUBLEPLAY	6694136	3/28/10	China
DESIGN	4799724	6/7/08	China
DESIGN	4799731	6/7/08	China
GENEX	3509137	6/14/05	China
ALLOGRAN	3338636	3/21/04	China
STIMULAN	3338635	5/7/04	China
BRINGING CA20 CALCIUM TO LIFE	13665625	5/13/15	European Union
STIMULAN	13616909	5/4/15	European Union
STIMULAN RAPID CURE	11665701	8/14/13	European Union
B BIOCOMPOSITES	11197167	5/3/13	European Union
FLIPSIDE	11037141	12/10/12	European Union
ZPC	8824856	7/31/10	European Union
THE NEXT GENERATION	8266595	5/23/11	European Union
POWERPLAY	6961321	2/4/09	European Union
DOUBLEPLAY	6443055	9/10/08	European Union
GENEX	3194982	9/28/06	European Union
BIOSTEON	2251551	11/18/02	European Union
BILOK	1736115	6/26/01	European Union
STIMULAN	1351808	10/18/00	European Union
FORTOSS	1298066	9/29/00	European Union
ALLOGRAN	1024470	10/27/00	European Union
MAXFIX	1002526	4/11/00	European Union
BIOCOMPOSITES	965673	12/16/99	European Union

TRADEMARKS	REGISTRATION NUMBER	REGISTRATION DATE	JURISDICTION
BIOCOMPOSITES BIOCOMPOSITES	2529950	5/13/13	India
FLIPSIDE	2514173	4/16/13	India
BIOCOMPOSITES STIMULAN	1658318	7/21/16	Mexico
BIOCOMPOSITES STIMULAN	1661121	8/3/16	Mexico
BIOCOMPOSITES	1461229	6/10/14	Mexico
GENEX	4007755850000	1/12/09	South Korea
BRINGING CA 20 CALCIUM TO LIFE	3044644	6/6/14	United Kingdom
BRINGING CALCIUM TO LIFE	3044642	6/6/14	United Kingdom
STIMULAN	3005472	8/16/13	United Kingdom
STIMULAN RAPID CURE STIMULAN RAPID CURE	2656435	7/15/13	United Kingdom
FLIPSIDE	2606893	4/20/12	United Kingdom
ZPC	2522398	11/20/09	United Kingdom
THE NEXT GENERATION	2504617A	7/31/09	United Kingdom
BIOCOMPOSITES THE NEXT GENERATION	2504617B	7/31/09	
GENEX	2316018	10/17/03	United Kingdom
BIOSTEON	2255402	6/22/01	United Kingdom
STIUMLAN	2175670	6/11/99	United Kingdom
BIOCOMPOSITES BIOCOMPOSITES BIOCOMPOSITES	2156368	8/28/98	United Kingdom
BRINGING CA 20 CALCIUM TO LIFE	1239130	1/28/15	World Intellectual Property Organization
BRINGING CALCIUM TO LIFE	1293753	8/21/14	World Intellectual Property Organization

2. TRADEMARK APPLICATIONS

TRADEMARKS	APPLICATION NUMBER	FILING DATE	JURISDICTION
GENEX	1761593	3/30/16	Australia
GENEX	840364954	12/14/12	Brazil

TRADEMARKS	APPLICATION NUMBER	FILING DATE	JURISDICTION
STIMULANRAPIDCURE	12524655	5/3/13	China
THENEXTGENERATION	10866791	5/4/12	China
BRINGING CA 20 TO LIFE CALCIUM (WITH DEVICE)	2973769	1/28/15	India
BRINGING CALCIUM TO LIFE	2976750	8/21/14	India
STIMULAN	2529951	5/13/13	India
GENEX	1646924	1/29/08	India
GENEX	1677587	11/6/15	Mexico
STIUMLAN	1639777	7/31/15	Mexico
STIMULAN	1406610	8/22/13	Mexico
STIMULAN	1406609	8/23/13	Mexico
STIMULAN	40-2016-0004800	1/20/16	South Korea
BIOCOMPOSITES	106013053	3/10/17	Taiwan
BIOCOMPOSITES GENEX	106008568	2/17/17	Taiwan
STIMULAN	106007763	2/14/17	Taiwan

3. TRADEMARK LICENSES

None.