

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433199

|   |                                     |                       |  |
|---|-------------------------------------|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                      |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                   |                       |  |
| <b>CONVEYING PARTY DATA</b>   |                                     |                       |  |
| <b>Name</b>   | <b>Formerly</b>                     | <b>Execution Date</b> | <b>Entity Type</b>                           |
| Inhold, LLC   |                                     | 06/22/2017            | Limited Liability Company:<br>NORTH CAROLINA |
| <b>RECEIVING PARTY DATA</b>   |                                     |                       |  |
| <b>Name:</b>  | BANK OF NEW ZEALAND                 |                       |  |
| <b>Street Address:</b>  | DELOITTE CENTRE, 80 QUEEN STREET    |                       |  |
| <b>City:</b>  | AUCKLAND                            |                       |  |
| <b>State/Country:</b>   | NEW ZEALAND                         |                       |  |
| <b>Postal Code:</b>   | 1142                                |                       |  |
| <b>Entity Type:</b>   | Company: NEW ZEALAND                |                       |  |
| <b>PROPERTY NUMBERS Total: 2</b>  |                                     |                       |  |
| <b>Property Type</b>  | <b>Number</b>                       | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 2629566                             | BIOSHIELD             |  |
| <b>Registration Number:</b>   | 2240156                             | DURALAST              |  |
| <b>CORRESPONDENCE DATA</b>  |                                     |                       |  |
| <b>Fax Number:</b>  | 3364138103                          |                       |  |
| <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> |                                     |                       |  |
| <b>Phone:</b>   | 3367141223                          |                       |  |
| <b>Email:</b>   | ldenton@wallbabcock.com             |                       |  |
| <b>Correspondent Name:</b>  | Lee D Denton                        |                       |  |
| <b>Address Line 1:</b>  | 1076 West Fourth Street             |                       |  |
| <b>Address Line 4:</b>  | Winston Salem, NORTH CAROLINA 27101 |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 2153-001                            |                       |  |
| <b>DOMESTIC REPRESENTATIVE</b>  |                                     |                       |  |
| <b>Name:</b>  | John Babcock                        |                       |  |
| <b>Address Line 1:</b>  | 1076 West Fourth St.                |                       |  |
| <b>Address Line 4:</b>  | Winston Salem, NORTH CAROLINA 27101 |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Lee D Denton                        |                       |  |
| <b>SIGNATURE:</b>   | /Lee D Denton/                      |                       |  |

OP \$65.00 2629566

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 06/29/2017 |
|---------------------|------------|

**Total Attachments: 8**

- source=Inhold IP Security Agreement w- Schedules B and C (00108468-2xAC48F)#page1.tif
- source=Inhold IP Security Agreement w- Schedules B and C (00108468-2xAC48F)#page2.tif
- source=Inhold IP Security Agreement w- Schedules B and C (00108468-2xAC48F)#page3.tif
- source=Inhold IP Security Agreement w- Schedules B and C (00108468-2xAC48F)#page4.tif
- source=Inhold IP Security Agreement w- Schedules B and C (00108468-2xAC48F)#page5.tif
- source=Inhold IP Security Agreement w- Schedules B and C (00108468-2xAC48F)#page6.tif
- source=Inhold IP Security Agreement w- Schedules B and C (00108468-2xAC48F)#page7.tif
- source=Inhold IP Security Agreement w- Schedules B and C (00108468-2xAC48F)#page8.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Security Agreement") is made and effective as of June 22, 2017, by and among INHOLD, LLC, a North Carolina limited liability company (the "Grantor"), in favor of BANK OF NEW ZEALAND (together with its successors and assigns "Bank"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Facilities Agreement (defined below).

### RECITALS

WHEREAS, pursuant to that certain Facilities Agreement, dated as of June 19, 2017, by and between GreenShield Newco, Inc., a Delaware corporation ("Borrower"), and Bank (including all appendices, annexes, exhibits and schedules thereto, and as from time to time amended, amended and restated, joined, extended, supplemented and/or otherwise modified, the "Facilities Agreement"), the Bank agreed, subject to the terms and conditions set forth therein, to extend credit and make other financial accommodations to Borrower; and

WHEREAS, Grantor has become a party to the Facilities Agreement as a guarantor of all obligations thereunder in accordance with the terms thereof; and

WHEREAS, in consideration of the extensions of credit and other accommodations of the Bank as set forth in the Facilities Agreement, and Grantor's obligations as a guarantor thereunder, Grantor has granted to Bank a continuing security interest in, among other property, all Intellectual Property of the Grantor, and has agreed to execute this IP Security Agreement for recording such security interest with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities;

NOW, THEREFORE, in consideration of the Facilities Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the prompt and complete payment and performance in full of the Obligations, Grantor hereby grants to Bank a continuing security interest in, lien and mortgage in and to Grantor's rights in and to any and all of the following collateral, whether now owned or hereafter acquired (the "IP Collateral");

(a) The copyright registrations and applications set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisionals, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The trademark and service mark registrations and trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly record the interests of Bank in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantor) upon the repayment in full, in cash, of all Obligations (other than contingent indemnity obligations that are not yet due and payable) and termination of all Commitments under the Facilities Agreement. Upon any such termination, Bank (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to Bank to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of the Facilities Agreement and the Security Agreement entered into by Grantor in connection therewith (herein collectively the "Loan Documents"). The rights and remedies of the Grantor and Bank are more fully described in the Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Loan Documents, the provisions of the Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

(c) This IP Security Agreement shall be governed by the internal laws of the state of North Carolina, without regard to conflicts of law principles. If any provision or application of this IP Security Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this IP Security Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in

this IP Security Agreement shall survive the execution and delivery of this IP Security Agreement as set forth in the Facilities Agreement.

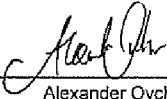
3.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

**INHOLD, LLC**

By:   
Name: Alexander Ovchar  
Title: Director

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights:

None.

Pending Copyright Applications:

None.

**SCHEDULE B**  
**PATENT COLLATERAL**

| Title   | Patent No. /App. No. | Issue Date | Status  |
|---|----------------------|------------|---------|
| Water-Stabilized Organosilane Compounds and Methods for Using the Same    | 5,954,869            | 09/21/1999 | Issued  |
| Ether-Stabilized Organosilane Compositions and Methods for Using the Same | 6,113,815            | 09/05/2000 | Issued  |
| Water-Stabilized Organosilane Compounds and Methods for Using the Same    | 6,120,587            | 09/19/2000 | Issued  |
| Water-Stabilized Organosilane Compounds and Methods for Using the Same    | 6,469,120            | 10/22/2002 | Expired |
| Water-Stabilized Organosilane Compounds and Methods for Using the Same    | 6,762,172            | 07/13/2004 | Issued  |



SCHEDULE C  
TRADEMARK COLLATERAL

| Registered Owner | Debtor's Interest | Registered Trademark | Registration No. | Date Registered          | Country of Registration |
|------------------|-------------------|----------------------|------------------|--------------------------|-------------------------|
| Inhold, LLC      | Owner             | BIOSHIELD            | 2629566          | 10/08/2002               | United States           |
| Inhold, LLC      | Owner             | DURALAST             | 2240156          | 04/20/1999<br>(now dead) | United States           |

SCHEDULE D

DOMAIN NAMES

107022