

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Biomass Distribution, LLC		11/07/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Granules LG		
Street Address:	750 chemin de la Moraine		
City:	St-Felicien, Quebec		
State/Country:	NEW HAMPSHIRE		
Postal Code:	G8K 0A1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3573432	CLEANFIRE	
CORRESPONDENCE DATA			
Fax Number:	6036217111		
<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:	6036217122		
Email:	s.ellison@clrm.com		
Correspondent Name:	Scott Ellison, Esq.		
Address Line 1:	1000 Elm Street		
Address Line 2:	20th Floor		
Address Line 4:	Manchester, NEW HAMPSHIRE 03101-0310		
DOMESTIC REPRESENTATIVE			
Name:	Scott Ellison, Esq.		
Address Line 1:	1000 Elm Street		
Address Line 2:	20th Floor		
Address Line 4:	Manchester, NEW HAMPSHIRE 03101-0310		
NAME OF SUBMITTER:	Alain Paul		
SIGNATURE:	/Alain Paul/		
DATE SIGNED:	11/21/2018		

OP \$40.00 3573432

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made and entered into as of the 7th day of November, 2018 by and among American Biomass Distribution, LLC, a Delaware limited liability company ("ABD"), with offices at Woodbury Court, Bldg. C, 128 S. River Road, Bedford, New Hampshire 03110, American Biomass Corporation, a Delaware corporation ("ABC"), and together with ABD, the "Grantors"), with offices at Woodbury Court, Bldg. C, 128 S. River Road, Bedford, New Hampshire 03110, and Granules LG ("Granules") with offices at 750 chemin de la Moraine, St-Felicien, Quebec Canada G8K 0A1.

WITNESSETH

WHEREAS, Granules and the Grantors are parties to that certain Wood Pellets Supply Agreement of even date herewith (the "Supply Agreement"); and

WHEREAS, pursuant to the Supply Agreement, the Grantors have granted to Granules a secondary security interest in certain of the Grantors' trademarks to secure the obligations of the Grantors under the Supply Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and Granules hereby agree as follows:

1. Incorporation of Supply Agreement; Definitions. The Supply Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Supply Agreement.

2. Grants and Reaffirmation of Grants of Security Interests. To secure the complete and timely payment and satisfaction of the Grantors' obligations under the Supply Agreement, each of the Grantors hereby grants to Granules, and hereby reaffirms its prior grant pursuant to the Supply Agreement, a security interest in such Grantor's entire right, title and interest in, to and under the Buyer's Marks (as further described on Schedule A attached hereto and incorporated herein), including, without limitation, (a) all registrations and recordings thereof, all applications in connection therewith, and all renewals thereof, (b) all income, royalties, damages and payments now or hereafter due or payable under or with respect to the Buyer's Marks, including, without limitation, damages and payments for past, present and future infringements and the right to sue for past, present and future infringements, (c) all rights corresponding to the Buyer's Marks throughout the world, and (d) the goodwill of such Grantor's business connected with the use of and symbolized by the Buyer's Marks. Notwithstanding the foregoing or any provision of this Agreement, the Supply Agreement or any other document or filing to the contrary, the security interests granted to Granules under this Agreement and the Supply Agreement are and shall be secondary and subordinate in all respects to any security interest granted by the Grantors, or their successors or assignees, to their respective principal financial institutions.

3. Effect on Other Agreements; Cumulative Remedies. The security interests granted herein are granted in conjunction with the security interests granted to Granules under the Supply Agreement. The Grantors acknowledge and agree that this Agreement, including the security interests granted herein, is not intended to limit or restrict in any way the rights and remedies of Granules under the Supply Agreement or those which are now or hereafter available to Granules as a matter of law or equity, but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of

Granules with respect to the Buyer's Marks, whether established hereby or by the Supply Agreement, by any other agreements, or by law or equity, shall be cumulative and may be exercised singularly or concurrently.

4. Term. The term of the security interests granted herein shall extend until the occurrence of a Security Termination Event, as such term is defined in the Supply Agreement, whereupon such security interests shall terminate.

5. Binding Effect. Benefits. This Agreement shall be binding upon the Grantors and their successors and assigns and shall inure to the benefit of Granules and its successors and assigns.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, including the New Hampshire Uniform Commercial Code and the other internal laws of the State of New Hampshire, without regard to its conflicts of laws principles; provided, however, that the perfection and enforcement of security interests and liens in other jurisdictions shall be governed by the laws of those jurisdictions or, as applicable, by the laws of the United States of America.

7. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision(s) or the remaining provisions of this Agreement.

8. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original but which together shall constitute the same instrument.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed as of the date first above written.

THE GRANTORS:

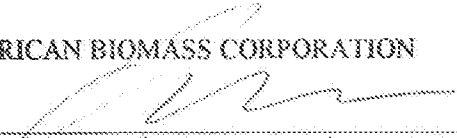
AMERICAN BIOMASS DISTRIBUTION, LLC

By:  11/7/18

Name: David Nydam

Title: CEO

AMERICAN BIOMASS CORPORATION


By:  11/7/18

Name: David Nydam

Title: CEO

GRANULES:

GRANULES LG

By: 

Name: P.D.S.

Title: P.D.S.



TRADEMARK SECURITY AGREEMENT

Schedule A

BUYER'S MARKS

Trademark Description	USPTO Reg. No.	Registrant
CLEANFIRE	3,573,432	American Biomass Distribution, LLC
OKANAGAN PELLETS	4,014,063	American Biomass Corporation
MAJESTIC HORSE BEDDING	N/A	N/A

