

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM534059

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900507696		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Molecular Infusions, LLC		07/16/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TMI Trust Company		
Street Address:	1100 Abernathy Road NE, Suite 480		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87447798	LABS MI MOLECULAR INFUSIONS	
Serial Number:	87447799	LABS MI MOLECULAR INFUSIONS	
Serial Number:	87447802	LABS MI MOLECULAR INFUSIONS	
Serial Number:	87447795	LABS MI MOLECULAR INFUSIONS	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	851675		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	07/29/2019		

Total Attachments: 7

source=7-29-19 Molecular Fusions resub-TM#page1.tif

source=7-29-19 Molecular Fusions resub-TM#page2.tif

source=7-29-19 Molecular Fusions resub-TM#page3.tif

source=7-29-19 Molecular Fusions resub-TM#page4.tif

source=7-29-19 Molecular Fusions resub-TM#page5.tif

source=7-29-19 Molecular Fusions resub-TM#page6.tif

source=7-29-19 Molecular Fusions resub-TM#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 16, 2019 by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and TMI TRUST COMPANY, as collateral agent for the Secured Parties (as defined in the Guarantee and Collateral Agreement, defined below) (in such capacity, “*Collateral Agent*”).

RECITALS

A. Surterra Holdings, Inc., a Delaware corporation, (“*Surterra*”), and SH Parent, Inc., a Delaware corporation (“*Parent*” and, together with Surterra, “*Issuer*”) have issued those certain Secured Promissory Notes dated June 21, 2019 in favor of the Holders (as defined in the Guarantee and Collateral Agreement, defined below) in the original aggregate principal amount of \$150,000,000 (as amended, restated, supplemented, or otherwise modified from time to time as permitted hereunder) and any notes issued in exchange or substitution therefor (collectively and individually, the “*Seller Note*”).

B. Pursuant to that certain Guarantee And Collateral Agreement, dated as of June 21, 2019 (the “*Guarantee and Collateral Agreement*”), made by Issuer and each of the other grantors party thereto in favor of Collateral Agent, Grantor has guaranteed the obligations of the Issuer under the Seller Note. Defined terms not defined herein shall have the meanings set forth in the Guarantee and Collateral Agreement.

C. Pursuant to the terms of the Seller Note and the Guarantee and Collateral Agreement, Grantor has granted to Collateral Agent, for the benefit of the Holders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Seller Note and the Guarantee and Collateral Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Seller Note and the Guarantee and Collateral Agreement, Grantor grants and pledges to Collateral Agent a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property collateral (including without limitation those copyrights, patents, and trademarks, and applications for the copyrights, patents, and trademarks, listed on Exhibits A, B, and C hereto, respectively, and all goodwill of the Grantor’s business symbolized by any such copyrights, patents, or trademarks), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, conversions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent under the Guarantee and Collateral Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the intellectual property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision

of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF DELAWARE.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MOLECULAR INFUSIONS, LLC

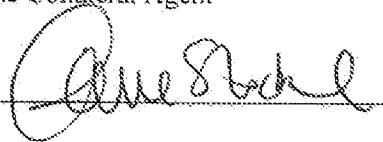
By: 
Name: James Whitcomb
Title: Secretary

[Signature Page to Intellectual Property Security Agreement]

COLLATERAL AGENT:

TMI Trust Company,
as the Collateral Agent

By: _____

A handwritten signature in cursive script, appearing to read "Jane Strobel", written over a horizontal line.

Name: Jane Strobel

Title: Vice President

[Signature Page to Intellectual Property Agreement]

EXHIBIT A
COPYRIGHTS





None.

EXHIBIT B**PATENTS**

Entity	Title	Inventor	Number	Date
Molecular Infusions, LLC	Polymer-Based Oral Cannabinoid and/or Terpene Formulations	Yucel/Rudolph/Zale/Boylan/Finnance	Application No: 62/754,178	11/1/18
Molecular Infusions, LLC	Formulations and Methods for Non-Irritating Pulmonary Administration of Cannabinoids	Boylan/Yucel/Paraskar/Finnance/Zale	Application No: 62/804,892	2/13/19
Molecular Infusions, LLC	Methods for Non-Irritating Pulmonary Administration of Cannabinoids Using Soft Mist Inhalers	Boylan/Yucel/Finnance/Zale	Application No: 62/804,898	2/13/19
Molecular Infusions, LLC	Methods for Non-Irritating Pulmonary Administration of Cannabinoids Using Soft Mist Inhalers	Boylan/Finnance/Yucel/Zale	Application No: 62/804,905	2/13/19
Molecular Infusions, LLC	Methods for Non-Irritating Pulmonary Administration of Cannabinoids Using Soft Mist Inhalers	Boylan/Finnance/Yucel/Zale	Application No: 62/804,918	2/13/19
Molecular Infusions, LLC	Formulations	Faraci/Zale/Paraskar/Yucel/Boylan	Application No: PCT/US2018/018382	2/15/18
Molecular Infusions, LLC	Formulations	Yucel/Finnance/Zale/Boylan/Faraci	Application No: PCT/US2018/045714	8/8/18

EXHIBIT C

TRADEMARKS

Entity	Trademark	Number	Date
Molecular Infusions, LLC		87447798	May 12, 2017
		87447799	May 12, 2017
		87447802	May 12, 2017
		87447795	May 12, 2017