

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forest2Market, Inc.		08/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive, HF150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3792028	F2M	
Registration Number:	2656977	F2M	
Registration Number:	2882050	FOREST2MARKET	
Registration Number:	5099874	FOREST2MARKET	
Registration Number:	3919541	MILL2MARKET	
Registration Number:	3937204	FOREST2FUEL	
Registration Number:	3919542	F2M MILL2MARKET	
Serial Number:	88349939	SILVASTAT360	
Registration Number:	3937205	F2M FOREST2FUEL	
CORRESPONDENCE DATA			
Fax Number:	7037607777		
<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:	6176484712		
Email:	hcheng@mofa.com		
Correspondent Name:	John W. Caruolo		
Address Line 1:	200 Clarendon Street		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	27292-1514		

CH \$240.00 3792028

NAME OF SUBMITTER:	John W. Caruolo
SIGNATURE:	/John W. Caruolo/
DATE SIGNED:	08/01/2019
Total Attachments: 9 source=IPSA - FisherF2M#page1.tif source=IPSA - FisherF2M#page2.tif source=IPSA - FisherF2M#page3.tif source=IPSA - FisherF2M#page4.tif source=IPSA - FisherF2M#page5.tif source=IPSA - FisherF2M#page6.tif source=IPSA - FisherF2M#page7.tif source=IPSA - FisherF2M#page8.tif source=IPSA - FisherF2M#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 1, 2019 by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Credit Agreement, dated as of August 1, 2019, by and among **RAW MATERIALS DATA HOLDCO LLC**, a Delaware limited liability company (“*Holdings*”), **FI ACQUISITION CO.**, a Delaware corporation (“*Initial Fisher Borrower*”), **FISHER INTERNATIONAL, INC.**, a Connecticut corporation (“*Fisher*” and together with Initial Fisher Borrower, jointly and severally, individually and collectively, the “*Fisher Borrower*”), **F2M ACQUISITION CO.**, a Delaware corporation (“*Initial F2M Borrower*”), **FOREST2MARKET, INC.**, a Delaware corporation (“*F2M*” and together with Initial F2M Borrower, jointly and severally, individually and collectively, the “*F2M Borrower*” and together with the Fisher Borrower, jointly and severally, individually and collectively, the “*Borrower*”), the several Lenders party thereto from time to time, , the Administrative Agent, and Silicon Valley Bank, as Issuing Lender and Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrower under the Credit Agreement, Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and each other 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 Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative 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 listed on Exhibits A, B, and C hereto, respectively), and 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 continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative 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, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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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:

RAW MATERIALS DATA HOLDCO LLC

By:  _____

Name: Jordan Welu

Title: President


FI ACQUISITION CO.

By:  _____

Name: Jordan Welu

Title: President

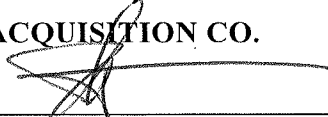
FISHER INTERNATIONAL, INC.

By:  _____

Name: Jordan Welu

Title: President

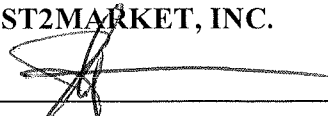
F2M ACQUISITION CO.

By:  _____

Name: Jordan Welu

Title: President

FOREST2MARKET, INC.

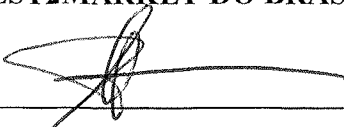
By:  _____

Name: Jordan Welu

Title: President

[Signature Page to Intellectual Property Security Agreement]


FOREST2MARKET DO BRASIL, LLC

By:  _____

Name: Jordan Welu

Title: President

FOREST2MARKET EUROPE, LLC

By:  _____

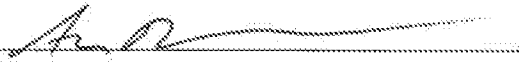
Name: Jordan Welu

Title: President

[Signature Page to Intellectual Property Security Agreement]

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK,

By: 

Name: Andrew T. Margat

Title: Director

EXHIBIT A

COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

EXHIBIT B

PATENTS

Issued Patents

None.





Pending Patent Applications

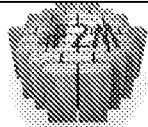
None.

EXHIBIT C

TRADEMARKS

Registered Trademarks

<u>Jurisdiction*</u>	<u>Registration No./IP Address</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner/Registrar</u>	<u>Mark/Domain Name</u>
United States	3,792,028	05-25-2010	05-25-2010	Forest2Market, Inc.	F2M
United States	2,656,977	12-03-2002	12-03-2002	Forest2Market, Inc.	F2M and Design** 
United States	2,882,050	09-07-2004	09-07-2004	Forest2Market, Inc.	FOREST2MARKET
United States	5,099,874	12-13-2016	12-13-2016	Forest2Market, Inc.	FOREST2MARKET and Design  FOREST2MARKET
United States	4,225,680	10-16-2012	10-16-2012	Forest2Market, Inc.	MARKET2MILL**
United States	4,236,950	11-06-2012	11-06-2012	Forest2Market, Inc.	F2M MARKET2MILL and Design**  <i>Market2Mill</i>
United States	3,919,541	02-15-2011	02-15-2011	Forest2Market, Inc.	MILL2MARKET**
United States	3,937,204	03-29-2011	03-29-2011	Forest2Market, Inc.	FOREST2FUEL
United States	3,937,205	03-29-2011	03-29-2011	Forest2Market, Inc.	F2M FOREST2FUEL and Design**  <i>Forest2Fuel</i>
United States	3,919,542	02-15-2011	02-15-2011	Forest2Market, Inc.	F2M MILL2MARKET and Design**

<u>Jurisdiction*</u>	<u>Registration No./IP Address</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner/Registrar</u>	<u>Mark/Domain Name</u>
					 <i>Mill2Market</i>

Pending Trademark Applications

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
United States	88349939	March 21, 2019	Forest2Market, Inc.	SilvaStat360