

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM543754

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
US GREENFIBER, LLC		08/30/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SIENA LENDING GROUP LLC		
<b>Street Address:</b>	9 W Broad Street		
<b>Internal Address:</b>	6th Floor		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88246841	THE ULTIMATE IN SANCTUARY	
<b>Serial Number:</b>	88246833	SANCTUARY	
<b>Registration Number:</b>	4542092	CEL-PAK	
<b>Registration Number:</b>	4524628	NATIONAL FIBER	
<b>Registration Number:</b>	4489771	INSUL-CUBE	
<b>Registration Number:</b>	3400022	FRM	
<b>Registration Number:</b>	3491434	GREENFIBER	
<b>Registration Number:</b>	3408557	FIRE SOUND PRODUCTS	
<b>Registration Number:</b>	2365011	SIMPLY SMARTER INSULATION	
<b>Registration Number:</b>	2457610	COCOON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	Jade.Tanks@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		

OP \$265.00 88246841

<b>Address Line 2:</b>	Suite 125
<b>Address Line 4:</b>	Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Syed Humza Moinuddin
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<b>SIGNATURE:</b>	/Syed Humza Moinuddin/
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<b>DATE SIGNED:</b>	10/03/2019
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**Total Attachments: 11**

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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

US GREENFIBER, LLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation  
☒ Limited Liability Company

Citizenship: DE

Execution Date(s): August 30, 2019

Additional names of conveying parties attached? ☐ Yes ☒ No

**2. Name and address of receiving party(ies)**

☐ Yes

Additional names, addresses, or citizenship attached?

☒ No

Name: SIENA LENDING GROUP LLC

Internal  
Address:

Street Address: 9 W Broad Street, 6<sup>th</sup> Floor

City: Stamford

State: CT

Country: USA

Zip: 06902

☐ Association Citizenship:

☐ General Partnership Citizenship:

☐ Limited Partnership Citizenship:

☐ Corporation Citizenship:

☒ Other: LLC Citizenship: DE

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance:**

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other: Intellectual Property Security Agreement

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

Additional sheet(s) attached? ☒ Yes ☐ No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)**

**5. Name address of party to whom correspondence concerning document should be mailed:**

Name: Syed Humza Moinuddin

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3719

Fax Number:

Email Address: hmoinuddin@otterbourg.com

**6. Total number of applications and registrations involved: 10**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

**9. Signature:**

Signature

October 2, 2019

Date

Syed Humza Moinuddin

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**  
**REEL: 006763 FRAME: 0075**

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") dated as of August 30, 2019 by US GREENFIBER, LLC, a Delaware limited liability company ("Grantor"), in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors, participants, and assigns, "Lender");

### WITNESSETH

WHEREAS, Grantor, certain of Grantor's affiliates and Lender are parties to a certain Loan and Security Agreement dated as of the date of this Agreement (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor, as borrower, by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. [Reserved].

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT

REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

6. CONSENT TO JURISDICTION: WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR HIMSELF AND IN RESPECT OF HIS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with the Loan Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

US GREENFIBER, LLC

By: Shane Short  
Name: Shane Short  
Its: President & Secretary

Signature page to Intellectual Property Security Agreement

TRADEMARK

REEL: 006763 FRAME: 0078

Agreed and Accepted  
as of the date first written above:

SIENA LENDING GROUP LLC

By: 

Name: Anthony Lavinio

Title: Authorized Signatory

By: 

Name: Stephen Sanicola

Title: Authorized Signatory

**SCHEDULE I**

(a) Patents and Patent Licenses

Patent	Application Number	Registration Date	Patent Number
None			



(b) Trademarks and Trademark Licenses

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
THE ULTIMATE IN SANCTUARY	88246841	Jan 2, 2019		
SANCTUARY	88246833	Jan 2, 2019		
CEL-PAK	85928801	May 10, 2013	4542092	Jun 3, 2014
NATIONAL FIBER*	85928792	May 10, 2013	4524628	May 6, 2014
INSUL-CUBE	85876236	Mar 14, 2013	4489771	Feb 25, 2014
FRM	78915244	Jun 23, 2006	3400022	Mar 18, 2008
GREENFIBER	77240227	Jul 27, 2007	3491434	Aug 26, 2008
FFIRE SOUND PRODUCTS	77240222	Jul 27, 2007	3408557	Apr 8, 2008

[Schedule 1 to Intellectual Property Security Agreement]

SIMPLY SMARTER INSULATION COCOON	75414496	Jan 5, 1998	2365011	Jul 4, 2000
	75359406	Sep 18, 1997	2457610	Jun 5, 2001

(c) Copyrights and Copyright Licenses

Copyright	Registration Number	Registration Date
Frog with paper	VA 1-672-453	June 26, 2008
Sitting frog	VA 1-672-456	June 26, 2008

## POWER OF ATTORNEY

August 30, 2019

US GREENFIBER, LLC, a Delaware limited liability company ("Grantor"), hereby authorizes SIENA LENDING GROUP LLC, its successors and assigns, and any officer or agent thereof ("Lender") under that certain Loan and Security Agreement among Lender, Grantor and certain of Grantor's affiliates, dated as of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Patent, Trademark and Copyright Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents other than any actions which constitute gross negligence or willful misconduct.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

*Power of Attorney to Intellectual Property Security Agreement*

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as a deed, as of the date first set forth above.

US GREENFIBER, LLC

By: \_\_\_\_\_

Name: Shane Short

Its: President & Secretary

Signature Page to Power of Attorney

TRADEMARK

RECORDED: 10/03/2019

REEL: 006763 FRAME: 0085