

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM544811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALDEVRON, L.L.C.		10/11/2019	Limited Liability Company: NORTH DAKOTA
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC., AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		
Street Address:	1300 THAMES STREET, 4TH FLOOR		
City:	BALTIMORE		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Bank: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4011955	ALDEVRON	
Registration Number:	5279693	ALDEVRON	
Registration Number:	5279694	ALDEVRON	
Registration Number:	5199864	THE BASIS FOR BREAKTHROUGHS	
Serial Number:	87595956	GMP-SOURCE	
Serial Number:	87286524	NEOGMP	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1139923 1L TM IPSA B		

OP \$165.00 4011955

NAME OF SUBMITTER:	Talia Scott
SIGNATURE:	/Talia Scott/
DATE SIGNED:	10/11/2019
Total Attachments: 5 source=B - 1L Trademark Cover Sheet & Agreement #page2.tif source=B - 1L Trademark Cover Sheet & Agreement #page3.tif source=B - 1L Trademark Cover Sheet & Agreement #page4.tif source=B - 1L Trademark Cover Sheet & Agreement #page5.tif source=B - 1L Trademark Cover Sheet & Agreement #page6.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of October 11, 2019 (this “Agreement”), among Aldevron, L.L.C. (the “Grantor”) and Morgan Stanley Senior Funding, Inc. in its capacity as administrative agent and collateral agent for the lenders party to the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

WHEREAS, reference is made to (a) the First Lien Credit Agreement dated as of October 11, 2019, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Alaska Intermediate LLC, a Delaware limited liability company (“Initial Holdings”) and, after giving effect to the Equity Merger and the Closing Date Holdings Assumption, Bison Holdco, LLC, a Delaware limited liability company (together with Initial Holdings, collectively, “Holdings”), Alaska Merger Sub, LLC, a Delaware limited liability company (“Debt Merger Sub”) and, after giving effect to the Debt Merger, Aldevron, L.L.C., a North Dakota limited liability company (the “Company” and, together with Debt Merger Sub, collectively, the “Borrower”), the lenders and issuing banks from time to time party thereto, the Administrative Agent and Morgan Stanley Senior Funding, Inc., Antares Capital LP and Goldman Sachs Bank USA, as Issuing Banks, and (b) the First Lien Pledge and Security Agreement dated as of October 11, 2019 (the “Security Agreement”), by and among the Borrower, Holdings, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time thereto and the Administrative Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by the Grantor, including those listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.


SECTION 5. CHOICE OF LAW. THIS SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT (INCLUDING THE CLOSING DATE INTERCREDITOR AGREEMENT) AND THIS AGREEMENT, THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT (INCLUDING THE CLOSING DATE INTERCREDITOR AGREEMENT) SHALL GOVERN AND CONTROL.

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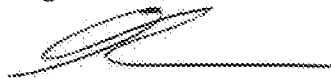
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ALDEVRON, L.L.C.

By: 
Michael Chambers (Oct 7, 2018)
Name: Michael Chambers
Title: Chief Executive Officer

{Signature Page to First Lien Trademark Security Agreement}

MORGAN STANLEY SENIOR FUNDING, INC., as
Administrative Agent



By: _____

Name: Graham Robertson

Title: Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006769 FRAME: 0765

SCHEDULE I

U.S. Trademark Registrations:

TRADEMARK	JURISDICTION	REGISTRATION NUMBER	REGISTERED OWNER	STATUS
Aldevron	USA	4011955	Aldevron, L.L.C.	Registered
Aldevron	USA	5279693	Aldevron, L.L.C.	Registered
Aldevron + Design	USA	5279694	Aldevron, L.L.C.	Registered
The Basis for Breakthroughs	USA	5199864	Aldevron, L.L.C.	Registered

U.S. Trademark Applications:

TRADEMARK	JURISDICTION	REGISTRATION NUMBER	REGISTERED OWNER	STATUS
GMP-Source	USA	87595956	Aldevron, L.L.C.	Pending
NEOGMP* ¹	USA	87286524	Aldevron, L.L.C.	Pending

¹ This intent-to-use Trademark application shall be included in the Collateral only to the extent, if any, that, and solely during the period if any, in which, the grant of a security interest therein **does not** impair the validity or enforceability of such intent-to-use Trademark application under applicable Requirements of Law.