

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TECNON ORBICHEM LTD		05/15/2020	Corporation: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Administrative Agent		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2376732	ORBICHEM	
Registration Number:	2775602	ORBICHEM	
Registration Number:	2775601	TECNON ORBICHEM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1221134		
NAME OF SUBMITTER:	Alicia Vellante		
SIGNATURE:	/Alicia Vellante/		
DATE SIGNED:	05/15/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 15, 2020 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, as amended by that certain First Amendment to Credit Agreement and Guarantee and Collateral Agreement dated as of the First Amendment Effective Date, 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 “*Domestic Borrower*”), HELIUM MIRACLE 300 LIMITED, a company registered in England & Wales under number 12526789, whose registered office is at 3RD Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom WA14 2DT (the “*UK Borrower*” and together with each Domestic Borrower, individually and collectively, as the context may require, each a “*Borrower*” and collectively, the “*Borrowers*”), the several Lenders party thereto from time to time, the Administrative Agent, and Silicon Valley Bank, as Issuing Lender and Swingline Lender (as may be further 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 the Borrowers under the Credit Agreement, the Borrowers and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of August 1, 2019, as amended by that certain First Amendment to Credit Agreement and Guarantee and Collateral Agreement dated as of the First Amendment Effective Date (as may be further 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 the Borrowers, but only upon the condition, among others, that the Borrowers 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 the Borrowers 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, the Borrowers and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Borrowers’ 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.

The words "execution," "signed," "signature" and words of like import in this Intellectual Property Security Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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:

TECNON ORBICHEM LTD

By: DocuSigned by: Peter J. Stewart

Name: Peter J. Stewart

Title: Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006939 FRAME: 0984

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: DocuSigned by: Alec Douglas

Name: Alec Douglas

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006939 FRAME: 0985

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**

Jurisdiction	Title	Owner	Renewal date	Registration number	International Class
United States of America	ORBICHEM	Tecnon Orbichem Ltd	15 August 2020	2376732	35
United States of America	ORBICHEM	Tecnon Orbichem Ltd	21 October 2023	2775602	41
United States of America	TECNON ORBICHEM	Tecnon Orbichem Ltd	21 October 2023	2775601	35 and 41

Pending Trademark Applications

None.

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