

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AgroFresh, Inc.		07/27/2020	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Collateral Agent		
Street Address:	115 S. LaSalle Street, 25 West		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	5448814	ACTIMIST	
Registration Number:	5386891	ADVANSTORE	
Registration Number:	5728758	ADVANSTORE	
Registration Number:	3823212	AGROFRESH	
Registration Number:	2255883	ETHYLBLOC	
Registration Number:	5945123	FRESHCLOUD	
Registration Number:	3703643	HARVISTA	
Registration Number:	5205218	LANDSPRING	
Registration Number:	4825385	RIPELOCK	
Registration Number:	4641498	RIPELOCK	
Registration Number:	2751304	SMARTFRESH	
Registration Number:	4379585	SMARTFRESH	
Registration Number:	3609789	SMARTFRESH	
Registration Number:	3832362	SMARTFRESH	
Registration Number:	3677877	SMARTFRESH	
Registration Number:	3680216	SMARTTABS	
Registration Number:	5681502	STOREDGE	
Registration Number:	5681503	STOREDGE	
Serial Number:	88320257	ACTISEAL	

CH \$565.00 5448814

Property Type	Number	Word Mark
Serial Number:	87644885	ADVANCING THE FUTURE OF FRESHNESS
Serial Number:	87833172	FRESHCLOUD
Serial Number:	87919967	FRESHSTART

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1506938-0005-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	07/27/2020

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of July 27, 2020 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and among AgroFresh Inc., an Illinois corporation (the "Grantor") and Bank of Montreal, as Collateral Agent.

Reference is made to (a) the Amended and Restated Credit Agreement, dated as of July 31, 2015 and amended and restated as of July 27, 2020 (as further amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement"), among AgroFresh Solutions, Inc., a Delaware corporation ("Parent"), AF Solutions Holdings LLC, a Delaware limited liability company ("Holdings"), AgroFresh Inc., an Illinois corporation (the "Borrower"), the lenders from time to time party thereto (the "Lenders"), the Swingline Lender, the Issuing Banks, and the Collateral Agent and (b) the Amended and Restated Collateral Agreement dated as of July 31, 2015 and amended and restated as of July 27, 2020 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Parent, Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, 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 Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

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 Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under Filing Collateral to the extent consisting of any Trademarks now owned or at any time hereafter acquired by such Grantor, including those registered or applied for Trademarks listed on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Requirements of Law (the "Trademark Collateral"). The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral 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.

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

AGROFRESH INC.

By: 
Name: Graham Miao
Title: Chief Financial Officer

[AgroFresh Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007008 FRAME: 0413

BANK OF MONTREAL,
as Collateral Agent,



By: _____

Name: Thomas Hasenauer

Title: Managing Director

Schedule I to Trademark
Security Agreement

Loan Party	Trademark	Application No.	Registration No.	Application Date	Registration Date	Status
AgroFresh Inc.	ACTIMIST	86/519339	5448814	01/30/2015	04/17/2018	Registered
AgroFresh Inc.	ACTISEAL	88/320257		02/28/2019		Filed
AgroFresh Inc.	ADVANCING THE FUTURE OF FRESHNESS	87/644885		10/13/2017		Allowed
AgroFresh Inc.	ADVANSTORE	86/276711	5386891	05/09/2014	01/23/2018	Registered
AgroFresh Inc.	ADVANSTORE & DESIGN	87/593180	5728758	09/01/2017	04/16/2109	Registered
AgroFresh Inc.	AGROFRESH	77/979655	3823212	08/07/2007	07/20/2010	Registered
AgroFresh Inc.	ETHYLBLOC	75/243425	2255883	02/18/1997	06/22/1999	Registered
AgroFresh Inc.	FRESHCLOUD	87/833172		03/14/2108		Allowed
AgroFresh Inc.	FRESHCLOUD	87/980655	5945123	03/14/2018	12/24/2019	Registered
AgroFresh Inc.	FRESHSTART	87/919967		05/14/2018		Allowed
AgroFresh Inc.	HARVISTA	78/865078	3703643	04/19/2006	10/27/2009	Registered
AgroFresh Inc.	LANDSPRING	86/049838	5205218	08/23/2013	05/16/2017	Registered
AgroFresh Inc.	LANDSPRING and Design					Proposed
AgroFresh Inc.	RIPELOCK	86/430223	4825385	10/21/2014	10/06/2015	Registered
AgroFresh Inc.	RIPELOCK	85/312989	4641498	05/05/2011	11/18/2014	Registered
AgroFresh Inc.	SMARTFRESH	78/035189	2751304	11/14/2000	08/12/2003	Registered
AgroFresh Inc.	SMARTFRESH	85/800961	4379585	12/12/2002	08/06/2013	Registered
AgroFresh Inc.	SMARTFRESH	77/363386	3609789	01/03/2008	04/21/2009	Registered
AgroFresh Inc.	SMARTFRESH and Design	77/363435	3832362	01/03/2008	08/10/2010	Registered
AgroFresh Inc.	SMARTFRESH and Design	78/681801	3677877	07/29/2005	09/01/2009	Registered
AgroFresh Inc.	SMARTTABS	77/135357	3680216	03/20/2007	09/08/2009	Registered
AgroFresh Inc.	StorEdge	87/593172	5681502	09/01/2017	02/19/2019	Registered
AgroFresh Inc.	StorEdge & Design	87/593177	5681503	09/01/2017	02/19/2019	Registered