

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novipax Inc.		12/01/2020	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3627830	APLS	
Registration Number:	5003836	CELLU LINER	
Registration Number:	1185727	DRI-LOC	
Registration Number:	3086373	HOT-LOC	
Registration Number:	5565136	MULTI-LOC	
Registration Number:	5096192	NOVIPAX	
Registration Number:	4744617	ODORVAC	
Registration Number:	4651430	PAD-LOC	
Registration Number:	5287034	PAD-LOC FRESH	
Registration Number:	5142137	PLY-CEL	
Registration Number:	1879205	ULTRA ZAP	
Registration Number:	4830537	ULTRAZAP SPILLGUARD	
Registration Number:	1450747	ZAP	
Serial Number:	90039291	NATUREPAD	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		

CH \$365.00 3627830

Email: kristin.brozovic@katten.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe St
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 337285-171

NAME OF SUBMITTER: Kristin Brozovic

SIGNATURE: /Kristin Brozovic/

DATE SIGNED: 12/01/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made as of December 1, 2020, by and between NOVIPAX INC. ("Grantor"), and ARES CAPITAL CORPORATION, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement (defined below).

WHEREAS, Grantor and Grantee have entered into a Pledge and Security Agreement, dated December 1, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Pledge and Security Agreement"), pursuant to which Grantor has granted Grantee a security interest in the Collateral for the benefit of the Lender Parties; and

WHEREAS, Grantor is the owner of the trademark registrations and applications for trademark registrations listed on the attached Schedule A (the "Trademarks"); and

WHEREAS, Grantor and Grantee wish to enter this Trademark Security Agreement in conjunction with the security interest in the Collateral granted by Grantor to Grantee for the benefit of the Lender Parties under the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree that:

1. Grantor hereby pledges and grants to Grantee for the benefit of the Lender Parties a continuing security interest in all of Grantor's right, title and interest in and to the Trademarks solely for the purpose of securing Grantor's payment, performance and observance of the Secured Obligations pursuant to and under the Pledge and Security Agreement. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" application for trademark registration for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted.

2. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral (including the Trademarks) are more fully set forth in the Pledge and 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 Trademark Security Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

3. Upon the Payment in Full of the Obligations, Grantee shall promptly execute, acknowledge and deliver to Grantor an instrument in writing in recordable form and reasonably acceptable to Grantor releasing the security interest in the Trademarks granted under this Trademark Security Agreement.

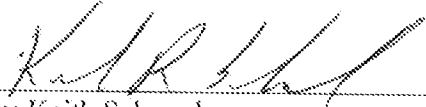
4. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same

agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

NOVIPAX INC.

By: 
Name: Keith Schroeder
Title: Chief Executive Officer

ARES CAPITAL CORPORATION, as Administrative Agent

By:  _____


Name: David Schwartz

Title: Authorized Signatory

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Trademarks Registrations:

Country	Mark	Owner	Class	Reg. No. Reg. Date
United States	APLS	Novipax Inc.	10	3627830 5/26/2009
United States	CELLU LINER	Novipax Inc.	17	5003836 7/19/2016
United States	DRI-LOC	Novipax Inc.	16	1185727 1/12/1982
United States	HOT-LOC	Novipax Inc.	16	3086373 4/25/2006
United States	MULTI-LOC	Novipax Inc.	16	5565136 9/18/2018
United States	NOVIPAX	Novipax Inc.	16 & 20	5096192 12/6/2016
United States	ODORVAC	Novipax Inc.	16	4744617 5/26/2015
United States	PAD-LOC	Novipax Inc.	16	4651430 12/9/2014
United States	PAD-LOC FRESH	Novipax Inc.	16	5287034 9/12/2017
United States	PLY-CEL	Novipax Inc.	16	5142137 2/14/2017
United States	ULTRA ZAP	Novipax Inc.	16	1879205 2/14/1995
United States		Novipax Inc.	16	4830537 10/13/2015
United States	ZAP	Novipax Inc.	16	1450747 8/4/1987

Trademark Application(s):

Country	Mark	Owner	Class	App. No. / Filing Date
United States	NATUREPAD	Novipax Inc.	16	90/039,291 7/7/2020