

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625185

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Rider to Security Agreement - Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COPPERHEAD CHEMICAL COMPANY INC.		02/05/2021	Corporation: PENNSYLVANIA
COPPERHEAD INVESTMENTS INC.		02/05/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	1600 Market Street, 22nd Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4006805	BIOPOLYSAN
Registration Number:	4901045	BIOPOLYSAN
Registration Number:	5332916	COPPERHEAD CHEMICAL COMPANY
Registration Number:	5337166	LAUREST
Registration Number:	5306979	POLYLaurin
Registration Number:	3952052	PROLaurin
Serial Number:	88898212	SDM
Registration Number:	1531578	SDM

CORRESPONDENCE DATA

Fax Number: 2158648999

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: 215.864.8352

Email: shorem@ballardspahr.com

Correspondent Name: Michael Shore

Address Line 1: Ballard Spahr LLP

Address Line 2: 1735 Market Street, 51st Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

TRADEMARK

NAME OF SUBMITTER:	Michael S. Shore
SIGNATURE:	/Michael S. Shore/
DATE SIGNED:	02/08/2021
Total Attachments: 11 source=Rider to Security Agreement#page1.tif source=Rider to Security Agreement#page2.tif source=Rider to Security Agreement#page3.tif source=Rider to Security Agreement#page4.tif source=Rider to Security Agreement#page5.tif source=Rider to Security Agreement#page6.tif source=Rider to Security Agreement#page7.tif source=Rider to Security Agreement#page8.tif source=Rider to Security Agreement#page9.tif source=Rider to Security Agreement#page10.tif source=Rider to Security Agreement#page11.tif	

Rider to Security Agreement – Trademarks



THIS RIDER TO SECURITY AGREEMENT (“Rider”) is executed as of February 5, 2021, by and among **COPPERHEAD CHEMICAL COMPANY INC. (“Copperhead Chemical”)** and **COPPERHEAD INVESTMENTS INC. (“Copperhead Investments”)** and together with Copperhead Chemical, each a **“Grantor”**, collectively, the **“Grantors”**), with an address at PMC Group Building, 1288 Route 73, Suite 401, Mount Laurel, NJ 08054, Attention: James Imbriaco, Vice President and General Counsel (jim.imbriaco@pmc-group.com), and **PNC BANK, NATIONAL ASSOCIATION** (the **“Bank”**), with an address at 1600 Market Street, 22nd Floor, Philadelphia, Pennsylvania 19103. This Rider is incorporated into and made part of that certain Security Agreement (**“Security Agreement”**) among the Grantors, COBRA Investments Management Inc., and the Bank dated February 5, 2021, and also into certain other financing documents and security agreements executed by and between the Grantors and the Bank or by and between the Borrowers (as defined in the Security Agreement) and the Bank (all such documents including this Rider being collectively referred to as **“Loan Documents”**). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

Each Grantor has adopted, used and is using (or has filed applications, other than intent-to-use applications, for the registration of) the trademarks, service marks and trade names listed on Schedule A attached hereto and made part hereof (all such marks or names hereinafter referred to as the **“Trademarks”**).

The Bank desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of each Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, each Grantor grants a lien and security interest to the Bank in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of each Grantor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Representations and Warranties. Each Grantor represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by such Grantor, have not been adjudged invalid or unenforceable, and to the best of such Grantor’s knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the

Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by such Grantor not to sue third persons (except for Permitted Liens); (d) such Grantor has the unqualified right to enter into this Rider and perform its terms; (e) such Grantor has used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; (f) such Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks; and (g) such Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify the Bank promptly if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

3. Reserved.

4. Covenants. Each Grantor further covenants to the Bank that until all of the Obligations have been satisfied in full: (a) such Grantor shall maintain the Trademarks in full force and effect; (b) such Grantor will not enter into any agreements which are inconsistent with the Grantor's obligations under this Rider or which restrict or impair the Bank's rights hereunder; and (c) if such Grantor acquires rights to any new non-intent-to-use Trademarks, the provisions of this Rider shall automatically apply thereto and such Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, such Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

5. Exclusive Use of Trademarks. So long as this Rider is in effect and so long as the Grantors have not received notice from the Bank that an Event of Default has occurred under the Loan Documents and that the Bank has elected to exercise its rights to assignment hereunder, each Grantor shall continue to have the exclusive right to use the Trademarks including licenses thereof, and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Negative Pledge. Each Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks without prior written consent of the Bank. Each Grantor shall defend the Trademarks against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, and will defend the right, title and interest of the Bank in and to any of such Grantor's rights under the Trademarks against the claims or demands of all persons whatsoever.

7. No Additional Trademarks. As of the date hereof, the Grantors do not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof.

8 Pledge of Additional Trademarks. In the event either Grantor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any Trademark which such Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

such Grantor shall promptly, but in no event more than thirty (30) days subsequent to such filing, notify the Bank thereof, and, upon request of the Bank shall promptly, but in no event more than thirty (30) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Bank may reasonably request to evidence the Bank's interest in such Trademark and the goodwill of such Grantor associated thereto or represented thereby. Each Grantor hereby grants the Bank a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Rider by amending Schedule A, as applicable, to include any future Trademarks or Licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Rider.

9. Remedies Upon Default.

(a) Anything herein contained to the contrary notwithstanding, if and while an Event of Default has occurred and is continuing under the Loan Documents, such Grantor hereby covenants and agrees that the Bank, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and if and while an Event of Default has occurred and is continuing under the Loan Documents, such Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Such Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) Each Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Grantors shall also execute and deliver to the Bank such documents as the Bank shall reasonably request to permanently assign all rights in the Trademarks to the Bank, which documents shall be held by the Bank, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence and while such Event of Default is continuing, the Bank may, at its sole option, record such documents with the Patent and Trademark Office.

10. Subject to Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

11. Inconsistent with Security Agreement. All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

12. Termination of Agreement. Upon payment and performance of all Obligations under the Loan Documents, the Bank shall execute and deliver to the Grantors all documents necessary to re-vest all rights in and to the Trademarks in the Grantors and/or terminate any interest of the Bank therein.

13. Prosecution of Trademark Applications.

(a) Subject to the terms of the Loan Documents, each Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, to halt any infringement of the Trademarks, and upon reasonable request of the Bank, such Grantor shall make federal application on registrable but unregistered trademarks belonging to such Grantor. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by such Grantor. Such Grantor shall not abandon any Trademark without the written consent of the Bank.

(b) Each Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if such Grantor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantors shall promptly, upon demand, reimburse and indemnify the Bank for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.

14. Responsibility and Liability. Each Grantor assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Bank and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by such Grantor in connection with any of the Trademarks or otherwise arising out of the Grantor's operation of its business from the use of the Trademarks except due to willful misconduct or gross (not mere) negligence by the indemnified party (as determined by a court of competent jurisdiction in a final and non-appealable judgment). In any suit, proceeding or action brought by the Bank under any License for any sum owing thereunder, or to enforce any provisions of such License, such Grantor will indemnify and keep the Bank harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of such Grantor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from such Grantor except due to willful misconduct or gross (not mere) negligence by the indemnified party (as determined by a court of competent jurisdiction in a final and non-appealable judgment), and all such Obligations of such Grantor shall be and remain enforceable against and only against such Grantor and shall not be enforceable against the Bank.

15. **Bank's Rights.** The Bank may, in its sole discretion, pay any amount or do any act required of the Grantors hereunder or requested by the Bank to preserve, defend, protect, maintain, record or enforce the Grantors' obligations contained herein, the Obligations of the Grantors to the Bank, the Trademarks, or the right, title and interest granted the Bank herein, and which the Grantors fail to do or pay, and any such payment shall be deemed an advance by the Bank to the Grantors and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

16. **Protection of the Trademarks.** Each Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, such Grantor shall promptly notify the Bank of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Bank, shall join with the Bank, at such Grantor's expense, in such action as the Bank, in its reasonable discretion, may deem advisable for the protection of the Bank's interest in and to the Trademarks, it being understood that the foregoing shall not preclude such Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Trademarks.

17. **Additional Remedies.** Upon the occurrence and during the continuance of an Event of Default under the Loan Documents, the Bank may, without any obligation to do so, complete any obligation of the Grantors hereunder, in the Grantors' name or in the Bank's name, but at the Grantors' expense, and the Grantors hereby agree to reimburse the Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Trademarks to the extent otherwise required pursuant to the terms of the Loan Documents.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

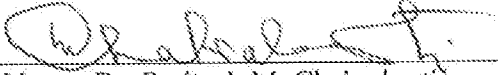
18. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

19. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

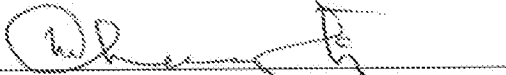
[SIGNATURE PAGE FOLLOWS]

WITNESS the due execution hereof as a document under seal, as of the date first written above.

COPPERHEAD CHEMICAL COMPANY INC.

By: 
Print Name: Dr. Paritosh M. Chakrabarti
Title: Chairman & CEO, Secretary and Treasurer

COPPERHEAD INVESTMENTS INC.

By: 
Print Name: Dr. Paritosh M. Chakrabarti
Title: Chairman & CEO, Secretary and Treasurer

PNC BANK, NATIONAL ASSOCIATION

By: _____
Print Name: _____
Title: _____

WITNESS the due execution hereof as a document under seal, as of the date first written above.

COPPERHEAD CHEMICAL COMPANY INC.

By: _____
(SEAL)

Print Name: _____

Title: _____

COPPERHEAD INVESTMENTS INC.

By: _____
(SEAL)

Print Name: _____

Title: _____

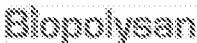
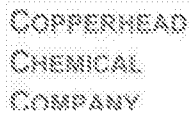
PNC BANK, NATIONAL ASSOCIATION

By: Bryan Flory _____
(SEAL)

Print Name: Bryan Flory

Title: Vice President

SCHEDULE A

REGISTERED TRADEMARKS					
TRADEMARK	APPLICATION OR REGISTRATION NO.	COUNTRY	REGISTRATION OR FILING DATE	OWNER	UPCOMING MAINTENANCE DEADLINE
BIOPOLYSAN	4,006,805	United States	Registered August 2, 2011	Copperhead Chemical Company Inc.	§§8 & 9 (10 year) Renewal: August 2, 2021
BIOPOLYSAN & Design 	4,901,045	United States	Registered February 16, 2016	Copperhead Chemical Company Inc.	§8 (6 year) Renewal: February 16, 2022
COPPERHEAD CHEMICAL COMPANY (Stylized)  Disclaimer: "CHEMICAL COMPANY"	5,332,916	United States	Registered November 14, 2017	Copperhead Chemical Company Inc.	§8 (6 year) Renewal: November 14, 2023
LAUREST	5,337,166	United States	Registered November 14, 2017	Copperhead Chemical Company Inc.	§8 (6 year) Renewal: November 14, 2023
POLYLaurin	5,306,979	United States	Registered October 10, 2017	Copperhead Chemical Company Inc.	§8 (6 year) Renewal: October 10, 2023
PROLaurin	3,952,052	United States	Registered April 26, 2011	Copperhead Chemical Company Inc.	§§8 & 9 (10 year) Renewal: April 26, 2021
SDM	88/898,212	United States	Applied filed on May 2, 2020	Copperhead Investments, Inc.	Office Action Response: February 3, 2021
SDM	1,531,578	United States	Cancelled November 1, 2009	Copperhead Investments, Inc.	
COMMON LAW TRADEMARKS					
COPPERHEAD CHEMICAL COMPANY			In use since act least 1997		

TRADEMARK ASSIGNMENT

WHEREAS, COPPERHEAD CHEMICAL COMPANY INC. (“**Copperhead Chemical**”) and **COPPERHEAD INVESTMENTS INC.** (“**Copperhead Investments**” and together with Copperhead Chemical, each a “**Grantor**”, collectively, the “**Grantors**”) are the owners of the entire right, title and interest in and to the United States trademarks, trade names and registrations listed on Schedule A attached hereto and made a part hereof (collectively, the “**Trademarks**”), which are registered in the United States Patent and Trademark Office or which are subject of pending applications in the United States Patent and Trademark Office; and

WHEREAS, PNC BANK, NATIONAL ASSOCIATION, having a place of business at 1600 Market Street, 22nd Floor, Philadelphia, Pennsylvania 19103, identified as the “**Bank**” under that certain Rider to Security Agreement - Trademarks (the “**Rider**”) of even date herewith (the “**Grantee**”) is desirous of acquiring said Trademarks;

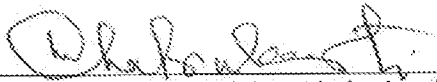
WHEREAS, the Grantee has a security interest in the assets of the Grantors adequate to carry on the business of the Grantors; and

WHEREAS, the Rider provides that this Assignment shall become effective upon the occurrence an during the continuance of an Event of Default as defined in the Security Agreement dated as of February 5, 2021 by and among the Grantors, COBRA Investments Management Inc., and the Grantee.

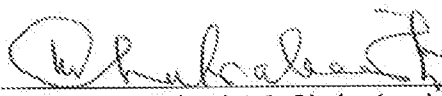
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each Grantor, for itself and its successors and assigns does hereby collaterally transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks, the goodwill of the business associated with such Trademarks and all proceeds thereof and all rights and proceeds associated therewith.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed by its duly authorized officer on this 5th day of February, 2021.

**COPPERHEAD CHEMICAL COMPANY
INC.**

By: 
Print Name: Dr. Paritosh M. Chakrabarti
Title: Chairman & CEO, Secretary and
Treasurer

COPPERHEAD INVESTMENTS INC.

By: 
Print Name: Dr. Paritosh M. Chakrabarti
Title: Chairman & CEO, Secretary and
Treasurer