

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIONOVA SCIENTIFIC, LLC		03/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CRG SERVICING LLC		
Street Address:	1000 MAIN STREET		
Internal Address:	SUITE 2500		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88681295	BIONOVA SCIENTIFIC	
Serial Number:	88901384	BIONOVA SCIENTIFIC	
Serial Number:	88901402	BIONOVA SCIENTIFIC	
Serial Number:	88900549	BIONOVA SCIENTIFIC	
Serial Number:	88900569	BIONOVA SCIENTIFIC	
Serial Number:	88681377	BIONOVA SCIENTIFIC SCIENCE FOR LIFE	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	iplaw@mvalaw.com, jansnider@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	100 NORTH TRYON STREET		
Address Line 2:	SUITE 4700		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	045068-20		
NAME OF SUBMITTER:	JAMES VAN CLEAVE GAMBRELL		

OP \$165.00 88681295

SIGNATURE:	/James Van Cleave Gambrell/
DATE SIGNED:	03/19/2021
Total Attachments: 3 source=Executed Trademark Security Agreement - Bionova Scientific, LLC#page1.tif source=Executed Trademark Security Agreement - Bionova Scientific, LLC#page2.tif source=Executed Trademark Security Agreement - Bionova Scientific, LLC#page3.tif	

TRADEMARK SECURITY AGREEMENT

March 19, 2021

WHEREAS, BIONOVA SCIENTIFIC, LLC, a Delaware limited liability company (the “**Grantor**”), is a party to that certain Security Agreement, dated as of March 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among the Grantor, the other grantors from time to time party thereto and CRG SERVICING LLC, as administrative agent and collateral agent for the Lenders (in such capacities, together with its successors and assigns, “**Administrative Agent**”), pursuant to which the Grantor has pledged and granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under all of its personal property, including without limitation the Trademarks listed on **Schedule A** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement that the Grantor execute and deliver, and cause to be filed in the United States Patent and Trademark Office, this Trademark Security Agreement (this “**Trademark Security Agreement**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Loan Agreement), the Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, goodwill and interest in, to and under all of the Trademarks, whether now owned or hereafter acquired and whether now existing or hereafter coming into existence, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including without limitation all Trademarks listed on **Schedule A** hereto, and all registrations and pending applications associated therewith (excluding any United States application for registration of a trademark filed on an intent-to-use basis solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law; provided, that, upon submission of a “Statement of Use” or an “Amendment to Allege Use”, such intent-to-use application shall constitute and shall be considered Collateral).

Notwithstanding the foregoing, in the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided that Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

BIONOVA SCIENTIFIC, LLC

By *Darren Head*

Name: Darren Head

Title: Chief Executive Officer

Schedule A
to Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	<u>Registration No./ Serial No.</u>	<u>Registration Date/ Filing Date</u>
BIONOVA SCIENTIFIC	6162094 / 88681295	9/29/2020 / 11/5/2019
BIONOVA SCIENTIFIC and Design	6204931 / 88901384	11/24/2020 / 5/5/2020
BIONOVA SCIENTIFIC and Design	6220453 / 88901402	12/15/2020 / 5/5/2020
BIONOVA SCIENTIFIC	6204858 / 88900549	11/24/2020 / 5/5/2020
BIONOVA SCIENTIFIC	6220444 / 88900569	12/15/2020 / 5/5/2020
BIONOVA SCIENTIFIC SCIENCE FOR LIFE and Design	88681377	11/5/2019