

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenfield Global USA Inc.		04/01/2021	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	40 King Street West		
Internal Address:	62nd Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5W 2X6		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5219314	EXOENDOSOL 101	
Registration Number:	5908727	WORLD GRADE	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	314-552-6077		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Shoko Naruo		
Address Line 1:	Thompson Coburn LLP		
Address Line 2:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	57719-148827		
NAME OF SUBMITTER:	Shoko Naruo		
SIGNATURE:	/Shoko Naruo/		
DATE SIGNED:	04/06/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 1, 2021, is made by Greenfield Global USA Inc. (the "Granting Party"), in favour of The Bank of Nova Scotia, a Canadian chartered bank, as administrative agent (hereinafter called the "Administrative Agent") for the Secured Parties (as defined in that certain fourth amended and restated credit agreement dated as of April 3, 2020 as amended by that first amending agreement dated April 1, 2021, among Greenfield Global Inc., as borrower, the Granting Party and other of its affiliates as additional restricted parties, the Administrative Agent and the lenders from time to time party thereto, as may be further amended, modified, extended, renewed or restated (the "Credit Agreement")).

PRELIMINARY STATEMENT:

WHEREAS, the Granting Party, certain other "Grantors" (as defined therein) and the Administrative Agent are parties to that certain Amended and Restated Pledge and Security Agreement, dated as of April 1, 2021 (as the same may be amended, modified, supplemented or replaced from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement, including, without limitation, capitalized terms incorporated by reference into the Security Agreement); and

WHEREAS, in furtherance of the obligations of the Granting Party under the Security Agreement and in order to record the security interest in certain intellectual property of the Granting Party granted to the Administrative Agent for the ratable benefit of the Secured Parties, the Administrative Agent has required the Granting Party to execute and deliver this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Granting Party hereby agrees with the Administrative Agent as follows:

SECTION 1. Grant of Security Interest. As general, continuing and collateral security for the payment and performance of all of its Obligations (as defined in the Credit Agreement), the Granting Party hereby grants to the Administrative Agent, for and on behalf of and for the benefit of itself and each of the Secured Parties, a continuing security interest in and continuing lien on, except to the extent that such property constitutes "Excluded Collateral" (as defined in the Credit Agreement), its entire right, title and interest, whether now held, owned or existing or hereafter acquired or arising, in, to and under all United States and Canadian registered and unregistered trade names, trademarks, service marks, domain names and other Internet addresses or identifiers, trade dress, corporate names and similar rights thereto, including any registrations for and applications (excluding U.S. intent to use applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registerability of such applications or the validity or enforceability of registrations issuing from such applications) to register any of the foregoing, including, without limitation, all registrations and applications for any of the foregoing, all renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past infringement or dilution of any of the

foregoing or for any injury to goodwill, and all proceeds of the foregoing (including, without limitation, license royalties, income, payments, claims, damages, and proceeds of suit) (collectively, “Trademarks”), and those Trademarks listed on Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2. Governing Document. This Agreement is made pursuant to and subject to the terms of the Security Agreement. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 3. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AS MORE FULLY SET FORTH IN SECTION 8.15 OF THE SECURITY AGREEMENT (WHICH SECTION 8.15 IS INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS, AS THOUGH FULLY SET FORTH HEREIN).

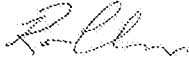
SECTION 4. Counterpart Execution; Electronic Delivery. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart hereof by telefacsimile or other electronic means shall also deliver a manually executed counterpart but the failure to do so shall not affect the validity, enforceability or binding effect hereof.

[Remainder of the page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the Granting Party has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTING PARTY:


GREENFIELD GLOBAL USA INC.

By: 
Name: Ron Kean
Title: VP, General Counsel & Corporate Secretary

Accepted by and agreed to as of the date
first written above:

ADMINISTRATIVE AGENT:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: 
Name: Clement Yu
Title: Director

By: 
Name: Venita Ramjattan
Title: Analyst

EXHIBIT A
TRADEMARKS

Registrations:

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
EXOENDOSOL 101	5,219,314	06-JUN-2017	Greenfield Global USA Inc.
WORLD GRADE	5,908,727	12-NOV-2019	Greenfield Global USA Inc.

TRADEMARK SECURITY AGREEMENT
(GREENFIELD GLOBAL USA INC.)
EXHIBIT A

10074434.4

RECORDED: 04/06/2021

TRADEMARK
REEL: 007245 FRAME: 0540