

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM646083

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900614028

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Danimer Scientific, L.L.C.		04/29/2021	Limited Liability Company: GEORGIA
Meredian Bioplastics, Inc.		04/29/2021	Corporation: GEORGIA
Meredian Holdings Group, Inc.		04/29/2021	Corporation: GEORGIA

## RECEIVING PARTY DATA

<b>Name:</b>	Truist Bank
<b>Street Address:</b>	245 Peachtree Center Avenue, NE, 17th Floor
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30303
<b>Entity Type:</b>	a banking corporation: NORTH CAROLINA

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
<b>Registration Number:</b>	5383826	DANIMER
<b>Registration Number:</b>	5487797	NODAX
<b>Registration Number:</b>	5558335	MEREDIAN
<b>Serial Number:</b>	90259699	PHAPER
<b>Serial Number:</b>	90546880	AVIO

## CORRESPONDENCE DATA

Fax Number: 4045228409

*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: 4044205527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal

Address Line 1: 303 Peachtree Street, Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

<b>NAME OF SUBMITTER:</b>	Bobbi Accord Noland
<b>SIGNATURE:</b>	/ban/

<b>DATE SIGNED:</b>	05/12/2021
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**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of April 29, 2021 (this “*Security Agreement*”), is made by Danimer Scientific, L.L.C., a Georgia limited liability company (“*Danimer*”) and Meredian Bioplastics, Inc., a Georgia corporation (“*MBP*”), and Meredian Holdings Group, Inc., a Georgia corporation (“*MHG*”, Danimer and MBP, each a “*Grantor*” and collectively, the “*Grantors*”), in favor of TRUIST BANK, as Lender (together with its successors and assigns, the “*Lender*”).

**WHEREAS**, Danimer, MBP, Danimer Bioplastics, Inc., a Georgia corporation (“*DBP*”), Meredian, Inc., a Georgia corporation (“*Meredian*”), Danimer Scientific Holdings, LLC, a Delaware limited liability company (“*Holdings*”), Danimer Scientific Kentucky, Inc., a Delaware corporation (“*DSK*” and collectively with Danimer, MBP, DBP, Meredian and Holdings, the “*Borrowers*”), and Lender have entered into a Revolving Credit Agreement dated as of April 29, 2021 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “*Credit Agreement*”);

**WHEREAS**, in connection with the Credit Agreement, the Borrowers and certain of their affiliates have entered into the Guaranty and Security Agreement dated as of April 29, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), in favor of Lender; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantors to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

**Section 1**      **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2**      **Grant of Security Interest in Trademark Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, assigns and transfers to Lender for the benefit of the Secured Parties, and grants to Lender for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “*Trademark Collateral*”):

(i)      all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii)      all renewals and extensions of the foregoing;

(iii)      all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv)      all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3**      **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4**      **Representation and Warranty.** Schedule I hereto correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

**Section 5**      **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**Section 6**      **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

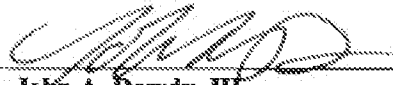
**Section 7**      **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia (without giving effect to the conflict of law principles thereof).

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**DANIMER SCIENTIFIC, L.L.C.  
MEREDIAN BIOPLASTICS, INC.  
MEREDIAN HOLDINGS GROUP, INC.**

By:   
Name: **John A. Dowdy, III**  
Title: **Chief Financial Officer and Secretary**

[Signatures continue on the following page]

Acknowledged and Agreed to as of the date hereof:

**LENDER:**

**TRUIST BANK**

By: \_\_\_\_\_

Name: **Mark Bohntinsky**

Title: Managing Director

**SCHEDULE I**

**Trademarks and Trademark Licenses**

**U.S. Trademarks**

<b>Trademark</b>	<b>Class</b>	<b>Registration / Application No. and Date</b>	<b>Owner</b>	<b>Status / Next Deadline</b>
DANIMER		5,383,826/ Jan. 23, 2018	DaniMer Scientific, LLC	
NODAX		5,487,797/ Jun. 05, 2018	Meridian Bioplastics, Inc.	
MEREDIAN		5,558,335/ Sep. 11, 2018	Meridian Holdings Group, Inc.	

**U.S. Trademark Applications**

<b>Trademark</b>	<b>Class</b>	<b>Application No. and Date</b>	<b>Owner</b>	<b>Status / Next Deadline</b>
PHAPER	IC001	90/259,699/ Oct. 16, 2020	Meridian Bioplastics, Inc.	
AVIO		90/546,880 Feb. 25, 2021	Danimer Scientific Holdings, LLC	

**Foreign Trademarks**

<b>Trademark</b>	<b>Class</b>	<b>Registration / Application No. and Date</b>	<b>Owner</b>	<b>Status / Next Deadline</b>
NODAX		1,377,214/ May. 03, 2018	Meridian Bioplastics, Inc.	
AGROFACTURE		14,104,855 Sept. 24, 2015	Meridian Holdings Group, Inc.	
AGROFACTURING		14,104,848 Nov. 18, 2015	Meridian Holdings Group, Inc.	

## Trademark Licenses

The Grantors have granted certain trademark licenses to use the NODAX mark in connection with certain supply or manufacturing agreements they have entered into, which licenses do not and are not expected to directly generate revenue.

## Domain Names

Domain Name	Registrant	Renewal Date
<a href="http://www.danimerscientific.com">www.danimerscientific.com</a>	Danimer	
<a href="http://www.danimer.com">www.danimer.com</a>	Danimer	
<a href="http://www.mhgbio.com">www.mhgbio.com</a>	Danimer	
<a href="http://www.nodaxpha.com">www.nodaxpha.com</a>	Website developer used by Danimer (trying to transfer domain name to Danimer directly)	
<a href="http://www.nodax.com">www.nodax.com</a>	Danimer	
<a href="http://www.dnmrpha.com">www.dnmrpha.com</a>	Danimer	