

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647459

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERM INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cytozyme Laboratories, Inc.		05/14/2021	Corporation: UTAH
CYTOZYME ANIMAL NUTRITION, INC.		05/14/2021	Corporation: UTAH

RECEIVING PARTY DATA

Name:	Intermediate Capital Group plc, as Collateral Agent
Street Address:	600 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	85924446	
Serial Number:	85924475	
Serial Number:	85924502	
Serial Number:	88233751	BIOACTIVATOR
Serial Number:	85348120	BIO-BAC
Serial Number:	85353350	CAL3
Serial Number:	85348286	CROP+
Serial Number:	85772723	CYTOMAR
Serial Number:	86578081	CYTONUTRI
Serial Number:	85347968	CYTO-RED
Serial Number:	87239003	CYTORRHIZA
Serial Number:	73144893	CYTOZYME
Serial Number:	73145191	CYTOZYME
Serial Number:	85914641	CYTOZYME
Serial Number:	85914862	CYTOZYME
Serial Number:	85914812	CYTOZYME
Serial Number:	85348259	FRUTI-CROP

CH \$840.00 85924446

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85348232	HORTI-CROP
Serial Number:	85348204	LONG LAST PRO
Serial Number:	87170575	LUMENSA
Serial Number:	87245775	LUMENSA
Serial Number:	88528155	MAC TECH
Serial Number:	85559125	PLENTIGRO
Serial Number:	75748867	RATION PLUS
Serial Number:	87245761	RATION PLUS
Serial Number:	87245785	RATION+
Serial Number:	87245792	RATION+
Serial Number:	85347910	SEED+
Serial Number:	90349944	SEED+ GRAPHITE
Serial Number:	87659188	SOIL-TO-SHELF SOLUTIONS
Serial Number:	87646629	STUBBLE DIGESTER+
Serial Number:	85942517	SUSTAINABLE NUTRITIONAL SOLUTIONS
Serial Number:	85936008	SUSTAINABLE NUTRITIONAL SOLUTIONS

CORRESPONDENCE DATA

Fax Number:

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: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue
Address Line 2: Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ Alana Gramer
DATE SIGNED:	05/17/2021

Total Attachments: 11
source=AEA - Project Demeter - 2021 Joinder - Term IP Security Agreement Supplement (Executed)#page1.tif
source=AEA - Project Demeter - 2021 Joinder - Term IP Security Agreement Supplement (Executed)#page2.tif
source=AEA - Project Demeter - 2021 Joinder - Term IP Security Agreement Supplement (Executed)#page3.tif
source=AEA - Project Demeter - 2021 Joinder - Term IP Security Agreement Supplement (Executed)#page4.tif
source=AEA - Project Demeter - 2021 Joinder - Term IP Security Agreement Supplement (Executed)#page5.tif
source=AEA - Project Demeter - 2021 Joinder - Term IP Security Agreement Supplement (Executed)#page6.tif
source=AEA - Project Demeter - 2021 Joinder - Term IP Security Agreement Supplement (Executed)#page7.tif
source=AEA - Project Demeter - 2021 Joinder - Term IP Security Agreement Supplement (Executed)#page8.tif
source=AEA - Project Demeter - 2021 Joinder - Term IP Security Agreement Supplement (Executed)#page9.tif
source=AEA - Project Demeter - 2021 Joinder - Term IP Security Agreement Supplement (Executed)#page10.tif

TERM INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This TERM INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “*IP Security Agreement Supplement*”), dated as of May 14, 2021 is among the Persons listed on the signature page hereof (collectively, the “*Grantors*” and each individually, a “*Grantor*”) and INTERMEDIATE CAPITAL GROUP PLC, as collateral agent (the “*Collateral Agent*”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, VERDESIAN LIFE SCIENCES, LLC, a Delaware limited liability company, as borrower, and VLF HOLDINGS CORP., a Delaware corporation, have entered into the Term Credit Agreement, dated as of February 26, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with each Lender from time to time party thereto, and INTERMEDIATE CAPITAL GROUP PLC, as Administrative Agent and as Collateral Agent.

WHEREAS, pursuant to the Credit Agreement, the Grantors party thereto executed and delivered that certain Term Security Agreement, dated as of February 26, 2021, among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “*Security Agreement*”) and that certain Term Intellectual Property Security Agreement, dated as of February 26, 2021, among the Persons listed on the signature pages thereof as Grantors and the Collateral Agent. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, each Grantor has agreed to grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in any after-acquired Intellectual Property Collateral of such Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Additional Collateral*”):

(i) all Patents, Patent applications and utility models, all inventions and improvements claimed therein and the right to claim any inventions disclosed but unclaimed therein, including, without limitation, the Patents and Patent applications set forth on Schedule A hereto;

(ii) all Trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby, including, without limitation, the Trademark and service mark registrations and applications set forth on Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal Law);

(iii) all Copyrights, including, without limitation, Copyrights in Computer Software, internet web sites and the content thereof, whether registered or unregistered, including, without limitation, the Copyright registrations set forth on Schedule C hereto;

(iv) all registrations and applications for registration for any of the foregoing;

(v) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary, including, without limitation, the agreements granting any exclusive right to such Grantor in or to any registered Copyright set forth on Schedule D hereto;

(vi) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vii) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(viii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage or otherwise with respect to any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (viii), the security interest created hereby shall not extend to, and the term "Additional Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the Uniform Commercial Code or other applicable Law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement; provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement Supplement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)), including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings,

refundings, replacements or renewals of any or all of the foregoing Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Execution in Counterparts. This IP Security Agreement Supplement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this IP Security Agreement Supplement shall be effective as delivery of an original executed counterpart of this IP Security Agreement Supplement.

SECTION 7. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement Supplement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

SECTION 8. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the Law of the State of New York.

SECTION 9. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent on the ABL Priority Collateral (as defined in the Closing Date Intercreditor Agreement referred to below) pursuant to this IP Security Agreement Supplement are expressly subject and subordinate to the liens and security interests granted in favor of the ABL Secured Parties (as defined in the Closing Date Intercreditor Agreement referred to below) on the ABL Priority Collateral and (ii) the exercise of any right or remedy by the Collateral Agent hereunder with respect to the ABL Priority Collateral is subject to the limitations and provisions contained in the ABL/ Term Intercreditor Agreement dated as of February 26, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the *'Closing Date Intercreditor Agreement'*), among Intermediate Capital Group PLC, as Representative for the Initial Term Secured Parties, PNC Bank, National Association, as Representative for the ABL Secured Parties, the Borrowers, Holdings, the other grantors party thereto and each other representative from time to time party thereto. In the event of any conflict between the terms of the Closing Date Intercreditor Agreement and the terms of this IP Security Agreement Supplement, the terms of the Closing Date Intercreditor Agreement shall govern.

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

CYTOZYME LABORATORIES, INC.

By: Erica Boisvert
Name: Erica Boisvert
Title: Secretary

CYTOZYME ANIMAL NUTRITION, INC.

By: Erica Boisvert
Name: Erica Boisvert
Title: Secretary

INTERMEDIATE CAPITAL GROUP PLC, as Collateral Agent

DocuSigned by:
Max Mitchell
CDECCF833A5C4A3...

By: _____

Name: Max Mitchell

Title: Authorised signatory

**Schedule A to
Term IP Security Agreement Supplement**

PATENTS

PATENTS

Title	Owner	Appl. No.	Filing Date	Publication No.	Publication Date
Animal Nutrition Compositions and Related Methods	Cytozyme Laboratories, Inc.	15/958817	20-Apr-2018	US-2018-0235257-A1	23-Aug-2018
Urea-Containing Fertilizer With Reduced Rate of Ammonia Release	Cytozyme Laboratories, Inc.	08/238,217	04-May-1994		

PATENT APPLICATIONS

Title	Owner	Appl. No.	Filing Date	Publication No.	Publication Date
Plant Treatment Compositions and Related Methods	Cytozyme Laboratories, Inc.	16/617769	27-Nov-2019	US-2020-0100506-A1	02-Apr-2020
Plant Fertilizer Compositions and Related Methods	Cytozyme Laboratories, Inc.	16/835295	30-Mar-2020	US-2020-0308074-A1	01-Oct-2020
Plant Fertilizer Compositions and Related methods		63/061155	04-Aug-2020		
Animal Nutrition Compositions and Related Methods	Cytozyme Laboratories, Inc.	15/958817	20-Apr-2018	US-2018-0235257	09-Jun-2020
Animal Nutrition Compositions and Related Methods	Cytozyme Laboratories, Inc.	16/860376	28-2020	US-2020-0253240-A1	13-Aug-2020

**Schedule B to
Term IP Security Agreement Supplement**

TRADEMARKS

Trademark	Application Date	Application Number	Registration Date	Registration Number	Owner
"O" Logo	06-May-2013	85924446	02-Dec-2014	4649887	Cytozyme Laboratories, Inc.
"O" Logo	06-May-2013	85924475	02-Jun-2015	4748480	Cytozyme Laboratories, Inc.
"O" Logo	06-May-2013	85924502	29-Sep-2015	4822544	Cytozyme Laboratories, Inc.
BIOACTIVATOR	18-Dec-2013	88233751	06-Aug-2019	5825716	Cytozyme Laboratories, Inc.
Bio-Bac	16-Jun-2011	85348120	24-Jun-2012	4090687	Cytozyme Laboratories, Inc.
CAL3	22-Jun-2011	85353350	24-Jan-2012	4091002	Cytozyme Laboratories, Inc.
Crop+	16-Jun-2011	85348286	16-Jun-2011	4192982	Cytozyme Laboratories, Inc.
Cytomar	06-Nov-2012	85772723	27-Jan-2015	4679329	Cytozyme Laboratories, Inc.
CytoNutri	26-Mar-2015	86578081	14-Jun-2016	4979369	Cytozyme Laboratories, Inc.
Cyto-Red	16-Jun-2011	85347968	17-Jan-2012	4087939	Cytozyme Laboratories, Inc.
Cytorrhiza	16-Nov-2016	87239003	30-Oct-2018	5596313	Cytozyme Laboratories, Inc.
CYTOZYME	18-Oct-1977	73144893	04-Jul-1978	1094858	Cytozyme Laboratories, Inc.
CYTOZYME	19-Oct-1977	73145191	04-Jul-1978	1095394	Cytozyme Laboratories, Inc.
Cytozyme (design)	25-Apr-2013	85914641	25-Nov-2014	4645918	Cytozyme Laboratories, Inc.

Trademark	Application Date	Application Number	Registration Date	Registration Number	Owner
Cytozyme (design)	25-Apr-2013	85914862	22-Sep-2015	4818330	Cytozyme Laboratories, Inc.
Cytozyme (design)	25-Apr-2013	85914812	02-Jun-2015	4748469	Cytozyme Laboratories, Inc.
Fruti-Crop	16-Jun-2011	85348259	24-Jan-2012	4090691	Cytozyme Laboratories, Inc.
Horti-Crop	16-Jun-2011	85348232	24-Jan-2012	4090690	Cytozyme Laboratories, Inc.
Long Last Pro	16-Jun-2011	85348204	24-Jan-2012	4090689	Cytozyme Laboratories, Inc.
LUMENSA	14-Sep-2016	87170575	21-Nov-2017	5342089	Cytozyme Laboratories, Inc.
LUMENSA	22-Nov-2016	87245775	22-May-2018	5476396	Cytozyme Laboratories, Inc.
MAC TECH	22-Jul-2019	88528155	25-Feb-2020	5995073	Cytozyme Laboratories, Inc.
PlentiGro	02-Mar-2012	85559125	24-Dec-2013	4455699	Cytozyme Laboratories, Inc.
Ration Plus	13-Jul-1999	75748867	31-Oct-2000	2399662	Cytozyme Laboratories, Inc.
RATION PLUS	22-Nov-2016	87245761	21-Nov-2017	5342406	Cytozyme Laboratories, Inc.
RATION+	22-Nov-2016	87245785	22-Nov-2018	5476397	Cytozyme Laboratories, Inc.
RATION+	22-Nov-2016	87245792	22-May-2018	5476398	Cytozyme Laboratories, Inc.
Seed+	16-Jun-2011	85347910	21-Aug-2012	4192979	Cytozyme Laboratories, Inc.
SEED + GRAPHITE	30-Nov-2020	90349944			Cytozyme Laboratories, Inc.
Soil to Shelf Solutions	25-Oct-2017	87659188	27-Aug-2019	5846138	Cytozyme Laboratories, Inc.

Trademark	Application Date	Application Number	Registration Date	Registration Number	Owner
STUBBLE DIGESTER+	16-Oct-2017	87646629	03-Jul-2018	5506716	Cytozyme Laboratories, Inc.
SUSTAINABLE NUTRITIONAL SOLUTIONS	24-May-2013	85942517	5-May-2015	4733368	Cytozyme Laboratories, Inc.
SUSTAINABLE NUTRITIONAL SOLUTIONS	18-May-2013	85936008	7-Oct-2014	4618895	Cytozyme Laboratories, Inc.

DOMAIN NAMES

1. <http://www.Cytozyme.com>
2. <http://www.Getproductsupport.net>
3. <http://www.Cytozymeag.com>

**Schedule C to
Term IP Security Agreement Supplement**

COPYRIGHTS

Copyright Title	Reg. No.	Reg. Date	Registered Owner
The Importance of Lactobacillus in gastrointestinal microecology and animal health	TXu000128360	7-Jun-1983	Cytozyme Laboratories, Inc.

**Schedule D to
Term IP Security Agreement Supplement**

LICENSED COPYRIGHTS

None.