

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TBL Performance Plastics, LLC		07/22/2021	Limited Liability Company: NEW JERSEY
Cellon SA		07/22/2021	Public Limited Company: LUXEMBOURG
Sani-Tech West, Inc.		07/22/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Collateral Agent		
Street Address:	111 West Monroe Street Floor 10E		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4322783	CLEARGREEN	
Registration Number:	5474127	TBL PERFORMANCE PLASTICS	
Registration Number:	5955613	PHARM-A-CLEAR	
Registration Number:	6063304	CELLGYN	
Registration Number:	6083396	ASURE	
Registration Number:	3872614	CAP2V8	
Registration Number:	3591854	SANISURE	
Registration Number:	4963739	SOLUTION BASED INNOVATION	
Serial Number:	90769772	PHARMATAINER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	415-591-1000		
Email:	TrademarksSF@winston.com		
Correspondent Name:	Laura M. Franco		

CH \$240.00 4322783

Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Laura M. Franco

SIGNATURE: /Laura M. Franco/

DATE SIGNED: 07/22/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 22, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of BMO Harris Bank N.A. (“BMOHB”), as the collateral agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “Collateral Agent”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Q Biopharma Holdco, LLC, a Delaware limited liability company (the “U.S. Borrower”), Cellon SA, a public limited liability company (société anonyme) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered off, Rueice at 16, Rue Héierchen, L-4940 Bascharage, Luxembourg and registered with the Luxembourg Trade and Companies Register (Registre de commerce et des Sociétés, Luxembourg) under number B 25789 (the “Luxembourg Borrower” and, together with the U.S. Borrower, the “Term Borrowers” and each, a “Term Borrower”), CTS BP IntermediateCo 2, Limited (the “UK Borrower” and, together with the U.S. Borrower, the “Revolving Borrowers” and each, a “Revolving Borrower” and, the Term Borrowers together with the Revolving Borrowers, the “Borrowers” and each, a “Borrower”), CTS BP 2 LLC, a Delaware limited liability company (“Holdings”), BMOHB, as the administrative agent (in such capacity and together with its successors and permitted assigns, the “Administrative Agent”), and the Collateral Agent, each Lender from time to time party thereto and the other parties party thereto have entered into that certain Credit Agreement, dated as of July 22, 2021 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers to issue Letters of Credit to the Borrowers upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into that certain Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to incur Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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 “Collateral”):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Collateral)

SECTION 2. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United

States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement 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 of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement 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 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 of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

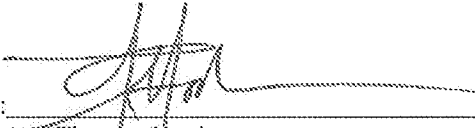
SECTION 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

SECTION 6. Severability. If any provision of this Trademark Security Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Trademark Security Agreement shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

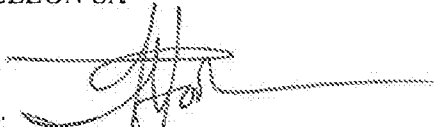
[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor 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.

**TBL PERFORMANCE PLASTICS, LLC
SANI-TECH WEST, INC.**

By: 
Name: Thomas Hook
Title: Chief Executive Officer

CELLON SA

By: 
Name: Thomas Hook
Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007362 FRAME: 0658**

BMO HARRIS BANK N.A.,
as Collateral Agent

By: 
Name: Dan Weeks
Title: Managing Director

**SCHEDULE A TO
TRADEMARK SECURITY AGREEMENT**

UNITED STATES APPLIED FOR AND REGISTERED INTELLECTUAL PROPERTY

United States Trademark Registrations and Trademark Applications

<u>Registered owner/Grantor</u>	<u>Trademark</u>	<u>Registration No., Serial No. or Application No.</u>
TBL Performance Plastics, LLC	CLEARGREEN	Registration No.: 4322783
TBL Performance Plastics, LLC	TBL PERFORMANCE PLASTICS	Registration No.: 5474127
TBL Performance Plastics, LLC	PHARM-A-CLEAR	Registration No.: 5955613
TBL Performance Plastics, LLC	CELLGYN	Registration No.: 6063304
TBL Performance Plastics, LLC	ASURE	Registration No.: 6083396
Sani-Tech West, Inc.	CAP2V8	Registration No.: 3872614
Sani-Tech West, Inc.	SANISURE	Registration No.: 3591854
Sani-Tech West, Inc.	SOLUTION BASED INNOVATION	Registration No.: 4963739
Cellon SA	PHARMATAINER	Serial No.: 90769772