

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684989

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lignetics, Inc.		11/01/2021	Corporation: DELAWARE
BEAR MOUNTAIN FOREST PRODUCTS, INC.		11/01/2021	Corporation: OREGON
Lignetics of New England, Inc.		11/01/2021	Corporation: DELAWARE
Lignetics of the Web, Inc.		11/01/2021	Corporation: DELAWARE
Energex Corporation		11/01/2021	Corporation: DELAWARE
Forest Energy Corporation		11/01/2021	Corporation: ARIZONA
Dry Creek Products, LLC		11/01/2021	Limited Liability Company: DELAWARE
Choice Forest Products, LLC		11/01/2021	Limited Liability Company: DELAWARE
PA Pellets, LLC		11/01/2021	Limited Liability Company: DELAWARE
Lignetics of Great Lakes, LLC		11/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Owl Rock Capital Corporation, as Collateral Agent
Street Address:	399 Park Ave., 38th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	2054638	PRES-TO-LOGS
Registration Number:	1457946	LIGNETICS
Registration Number:	4405704	AMERICA'S BEST
Registration Number:	4378806	BEAR BRICKS
Registration Number:	4301412	BEAR MOUNTAIN
Registration Number:	4301411	COZY DEN
Registration Number:	4378805	DRY DEN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5421680	GOLDEN FIRE
Registration Number:	4917925	
Registration Number:	4738022	WARM FRONT PREMIUM GRADE WOOD PELLETS
Registration Number:	4738020	GREEN SUPREME PREMIUM WOOD PELLETS
Registration Number:	4738021	NEW ENGLAND PREMIUM WOOD PELLETS
Registration Number:	4738041	NEW ENGLAND WOOD PELLET
Registration Number:	5849677	OKANAGAN PELLET COMPANY
Registration Number:	4014063	OKANAGAN PELLETS
Registration Number:	3573432	CLEANFIRE
Registration Number:	4366010	ENERGEX
Registration Number:	5844128	
Registration Number:	5844127	OL' HICK
Registration Number:	5844129	
Registration Number:	3952946	PELLETS EXPRESS
Registration Number:	1797465	STOVE CHOW
Registration Number:	5838161	BEAR MOUNTAIN PREMIUM BBQ WOODS
Registration Number:	5871839	OKANAGAN PELLETS
Registration Number:	5777408	PRES-TO-BRICKS
Registration Number:	5793031	
Registration Number:	5760970	
Registration Number:	5829067	
Registration Number:	5979715	CATALYST
Registration Number:	6196510	CRAFT BLENDS
Registration Number:	3298471	FOREST ENERGY CORPORATION
Registration Number:	3108447	FOREST ENERGY CORPORATION
Registration Number:	2964858	HEAT'RS
Registration Number:	2846196	PAWS ONLY
Registration Number:	2337274	TERRAMIGO
Registration Number:	2197050	HOT SHOTS
Registration Number:	2608896	HIGH ENERGY
Registration Number:	1710675	BLAZER
Registration Number:	1881804	LIL' DEVILS
Registration Number:	2073819	NOAH'S CHOICE
Registration Number:	4885276	DRY CREEK
Registration Number:	4200822	MUDD MIXX
Registration Number:	4980083	PA PELLETS
Serial Number:	90573271	LUMBER JACK
Serial Number:	90573340	LUMBER JACK GRILLING PELLETS BBQ

Property Type	Number	Word Mark
Serial Number:	97034653	LIGNETICS
Serial Number:	97034701	
Serial Number:	90821191	CATALYST
Serial Number:	90821411	LOVE YOUR PET CHANGE YOUR PLANET
Serial Number:	90821409	LOVE YOUR PET CHANGE YOUR PLANET CATALYS
Serial Number:	97036005	SMOKE 'EMS

CORRESPONDENCE DATA

Fax Number: 6175269899
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: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	56013.086
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	11/01/2021

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of November 1, 2021 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of OWL ROCK CAPITAL CORPORATION ("Owl Rock"), in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of November 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among LIGNETICS INTERMEDIATE, LLC ("Holdings"), LIGNETICS INVESTMENT CORP. (the "Borrower"), the subsidiary guarantors from time to time party thereto, the Lenders from time to time party thereto, and Owl Rock, as Administrative Agent and as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Security Interest in, on and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all of its registered and applied for Trademarks, including, without limitation, those United States trademark registrations and applications listed on Schedule 1 attached hereto;
- (b) rights and privileges arising under applicable Legal Requirements with respect to such Pledgor's use of any of the foregoing;
- (c) Goodwill associated therewith;
- (d) continuations, extensions and renewals thereof and amendments thereto;
- (e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof or unfair competition therewith;
- (f) rights corresponding thereto throughout the world;
- (g) rights to sue for past, present and future infringements, dilutions or violations thereof or unfair competition therewith; and

(h) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Pledgor from time to time with respect to any of the foregoing (in each case, other than Excluded Property).

Notwithstanding anything to the contrary contained in clauses (a) through (g), the first priority Security Interest (subject to Permitted Liens) created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any intent-to-use trademark application until an Amendment to Allege Use or a verified Statement of Use has been filed with and accepted by the USPTO with respect to such intent-to-use trademark application. but only if and to the extent that the granting of a Security Interest in such application would result in the impairment of the validity or enforceability of such application or any resulting registration; provided, that, to the extent such application is excluded from the Trademark Collateral, then upon the submission of evidence of use of such trademark, and acceptance thereof by, the USPTO, such trademark application shall automatically be included in the Trademark Collateral and will no longer constitute Excluded Property, without further action on any party's part.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with and not in limitation of the Security Interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Subject to Section 10.3 of the Security Agreement, this Trademark Security Agreement shall automatically and immediately terminate and the Pledged Collateral shall automatically and immediately be released from the Security Interest of this Agreement and the other Loan Documents when the Commitments have been terminated and the Secured Obligations shall have been paid in full in accordance with the terms of the Credit Agreement (other than (i) contingent indemnification obligations and unasserted expense reimbursement obligations and (ii) obligations under the Secured Hedging Agreements and Secured Cash Management Agreements) and all Letters of Credit have been canceled or have expired and all amounts drawn thereunder have been reimbursed in full, cash collateralized or backstopped in accordance with the Credit Agreement. Subject to Section 10.3 of the Security Agreement, upon termination hereof, the Security Interest granted hereby shall automatically and immediately terminate and all rights to the Pledged Collateral shall automatically and immediately revert to the applicable Pledgor or to such other person as may be entitled thereto pursuant to any applicable Legal Requirement. Upon any Asset Sale of Pledged Collateral permitted under Section 6.05 of the Credit Agreement (other than any Asset Sale to another Pledgor) the Security Interest in such Pledged Collateral shall automatically and immediately terminate. Upon termination hereof or any such Asset Sale, permitted disposition (other than to another Pledgor) or release of Pledged Collateral in accordance with the provisions of the Credit Agreement, the Collateral Agent shall on the date thereof and at such other times promptly upon the request of any Pledgor, at the sole reasonable cost and expense of the Pledgors, assign, transfer and deliver to the Pledgors, against receipt and without recourse to or warranty by the Collateral Agent except that the Collateral Agent has not assigned or otherwise transferred its Security Interest in the Pledged Collateral, such of the Pledged Collateral to be released (in the case of a release) as may be in possession or control of the Collateral Agent, and, with respect to any other Pledged Collateral, with such endorsements or proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Pledged Collateral, as the case may be.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

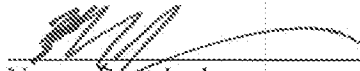
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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS

LIGNETICS, INC.
BEAR MOUNTAIN FOREST PRODUCTS, INC.
LIGNETICS OF NEW ENGLAND, INC.
LIGNETICS OF THE WEB, INC.
ENERGEX CORPORATION
FOREST ENERGY CORPORATION
DRY CREEK PRODUCTS, LLC
CHOICE FOREST PRODUCTS, LLC
PA PELLETS, LLC
LIGNETICS OF GREAT LAKES, LLC

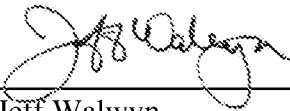
By:


Name: Brett Jordan
Title: PResident

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007479 FRAME: 0807

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent




By: 
Name: Jeff Walwyn
Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT


UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:



Owner	Registered Trademark	Registration No.	Date Registered
Lignetics, Inc.	PRES-TO-LOGS	2054638	April 22, 1997
Lignetics, Inc.	Lignetics 	1457946	September 22, 1987
Bear Mountain Forest Products, Inc.	AMERICA'S BEST	4,405,704	September 24, 2013
Bear Mountain Forest Products, Inc.	BEAR BRICKS	4,378,806	August 6, 2013
Lignetics, Inc.	BEAR MOUNTAIN	4,301,412	March 12, 2013
Bear Mountain Forest Products, Inc.	Cozy Den	4,301,411	March 12, 2013
Bear Mountain Forest Products, Inc.	DRY DEN	4,378,805	August 6, 2013
Bear Mountain Forest Products, Inc.	GOLDEN FIRE	5,421,680	March 13, 2018
Bear Mountain Forest Products, Inc.	Design- ash bucket 	4,917,925	March 15, 2016
Lignetics of New England, Inc.	WARM FRONT PREMIUM GRADE WOOD PELLETS	4,738,022	May 19, 2015


Owner	Registered Trademark	Registration No.	Date Registered
Lignetics of New England, Inc.	GREEN SUPREME PREMIUM WOOD PELLETS	4,738,020	May 19, 2015
Lignetics of New England, Inc.	NEW ENGLAND PREMIUM WOOD PELLETS	4,738,021	May 19, 2015
Lignetics of New England, Inc.	NEW ENGLAND WOOD PELLET	4,738,041	May 19, 2015
Lignetics of the Web, Inc.	OKANAGAN PELLET COMPANY	5849677	September 3, 2019
Lignetics of the Web, Inc.	OKANAGAN PELLETS	4014063	August 16, 2011
Lignetics of the Web, Inc.	CLEANFIRE	3573432	February 10, 2009
Energex Corporation	Energex & Design 	4,366,010	July 9, 2013
Energex Corporation	Mustache Design 	5,844,128	August 27, 2019
Energex Corporation	OL' HICK	5,844,127	August 27, 2019
Energex Corporation	Design only 	5,844,129	August 27, 2019
Energex Corporation	PELLETS EXPRESS	3952946	April 26, 2011
Energex Corporation	STOVE CHOW	1,797,465	October 12, 1993

Owner	Registered Trademark	Registration No.	Date Registered
Lignetics, Inc.	BEAR MOUNTAIN PREMIUM BBQ WOODS	5838161	August 20, 2019
Lignetics of the Web, Inc.	OKANAGAN PELLETS	5871839	October 1, 2019
Lignetics, Inc.	PRES-TO-BRICKS	5777408	June 11, 2019
Lignetics, Inc.		5793031	July 2, 2019
Lignetics, Inc.		5760970	May 28, 2019
Lignetics of the Web, Inc.		5829067	August 6, 2019
Lignetics, Inc.	CATALYST	5979715	February 4, 2020
Lignetics, Inc.	CRAFT BLENDS	6196510	November 10, 2020
Forest Energy Corporation		3,298,471	September 25, 2007
Forest Energy Corporation		3,108,447	June 27, 2006
Forest Energy Corporation	HEAT'RS	2,964,858	July 5, 2005
Forest Energy Corporation	PAWS ONLY	2,846,196	May 25, 2004
Forest Energy Corporation	TerrAmigo (logo)	2,337,274	April 4, 2000

Owner	Registered Trademark	Registration No.	Date Registered
			
Forest Energy Corporation	HOT SHOTS	2,197,050	October 20, 1998
Forest Energy Corporation	HIGH ENERGY	2,608,896	August 20, 2002
Forest Energy Corporation	BLAZER	1,710,675	August 25, 1992
Forest Energy Corporation	LIL' DEVILS	1,881,804	March 7, 1995
Forest Energy Corporation	NOAH'S CHOICE	2,073,819	June 24, 1997
Dry Creek Products, LLC	DRY CREEK	4,885,276	January 12, 2016
Choice Forest Products, LLC	MUDD MIXX	4,200,822	September 4, 2012
PA Pellets, LLC	PA PELLETS	4,980,083	June 14, 2016

United States Trademark Applications:

Owner	Applied For Trademark	Serial/App. No.	Filing Date
Lignetics of Great Lakes, LLC	LUMBER JACK	90573271	March 11, 2021
Lignetics of Great Lakes, LLC		90573340	March 11, 2021
Lignetics, Inc.	LIGNETICS	97034653	September 18, 2021
Lignetics, Inc.		97034701	September 18, 2021

Lignetics, Inc.	CATALYST (stylized) CATALYST	90821191	July 10, 2021
Lignetics, Inc.	LOVE YOUR PET CHANGE YOUR PLANET	90821411	July 10, 2021
Lignetics, Inc.		90821409	July 10, 2021
Lignetics, Inc.	SMOKE 'EMS	97036005	September 20, 2021