

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DevMar Products, LLC		10/15/2021	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Synovus Bank		
Street Address:	1130 Broadway, 2nd Floor		
Internal Address:	Jordan Building		
City:	Columbus		
State/Country:	GEORGIA		
Postal Code:	31901		
Entity Type:	banking corporation: GEORGIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5342891	CLEAN UP BIOHAZARD ABSORBENT	
Registration Number:	5383589	CLEAN UP BIOHAZARD ABSORBENT	
Registration Number:	5101615	DEVMAR	
Registration Number:	4763804	4SURE	
Registration Number:	6365612	ADAPT ASB	
Serial Number:	90029670	YOUR SOURCE FOR A SAFER, HEALTHIER ENVIR	
Serial Number:	90156992	B BIODEFENSE 24/7 ANTIMICROBIAL SURFACE	
CORRESPONDENCE DATA			
Fax Number:	4237858480		
<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:	4237566600		
Email:	patty.liner@millermartin.com		
Correspondent Name:	Patricia P. Liner		
Address Line 1:	832 Georgia Avenue		
Address Line 2:	Suite 1200 Volunteer Building		
Address Line 4:	Chattanooga, TENNESSEE 37402-2289		
ATTORNEY DOCKET NUMBER:	25768-0116		

CH \$190.00 5342891

NAME OF SUBMITTER:	Patricia P. Liner
SIGNATURE:	/Patricia P. Liner/
DATE SIGNED:	11/04/2021
Total Attachments: 9 source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page3.tif source=Security Agreement#page4.tif source=Security Agreement#page5.tif source=Security Agreement#page6.tif source=Security Agreement#page7.tif source=Security Agreement#page8.tif source=Security Agreement#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement"), dated effective as of October 15, 2021, is made by and between **DEVMAR PRODUCTS, LLC**, a Tennessee limited liability company ("Debtor"), in favor of **SYNOVUS BANK**, a Georgia banking corporation ("Secured Party"). Capitalized terms used herein and not herein defined shall have the same meanings assigned to such terms in the Loan Documents (as defined below).

WITNESSETH:

WHEREAS, Debtor requested that Secured Party consolidate and modify certain promissory notes into one note (the "Loan"; the documents executed in connection with the Loan are referred to herein as the "Loan Documents");

WHEREAS, as a condition precedent to the making of the Loan by the Secured Party under the Loan Documents, Debtor executed and delivered to Secured Party a certain Amended, Restated and Consolidated Commercial Security Agreement dated as of October 15, 2020, made by and between Debtor and Secured Party (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, Debtor granted to the Secured Party a security interest in, among other property, certain intellectual property of Debtor, and as a condition precedent to an extension of the Loan, Debtor has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the extension of certain credit to Debtor by Secured Party, and in consideration of the premises and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. Grant of Security. Debtor hereby pledges and grants to Secured Party a security interest in and to all of the present and future right, title, and interest of Debtor in, to, and under the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "Trademarks") excluding only United States intent-to-use trademark 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 registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief of Debtor for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, except as may otherwise be required by law.

2. Recordation. Debtor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by Secured Party. Debtor shall execute and deliver to Secured Party for recordation any and all agreements, instruments, documents and papers as Secured Party may reasonably request to evidence Secured Party's security interest in any IP Collateral (including, without limitation, filings with the United States Patent and Trademark Office, the United States Copyright Office or any similar office), and Debtor hereby constitutes Secured Party as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that Secured Party's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the IP Collateral are as provided by the Loan Documents, including the Security Agreement, and any other document executed in connection with the Loan, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Protection of IP Collateral by Debtor. Except as set forth below in this Section 4, Debtor shall undertake (or shall cause to be undertaken, as applicable) the following with respect to all of the IP Collateral, all at Debtor's sole cost, expense, and risk:

(a) Pay all applicable renewal fees and other fees and costs associated with maintaining the IP Collateral and with the processing and prosecution of the IP Collateral and take all other applicable steps reasonably necessary to maintain each registration of the IP Collateral.

(b) Take all actions reasonably necessary to prevent any of the IP Collateral from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) Pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein (and not abandon or delay any such efforts).

(d) Take any and all appropriate action which Debtor reasonably deems necessary or actionable under the circumstances to protect the IP Collateral from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, Debtor shall not be required to take the actions required by this Section 4 with respect to any item of IP Collateral if Debtor determines that taking such action is no longer necessary or desirable in the conduct of Debtor's business.

5. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies under the Loan Documents, Secured Party may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of Tennessee with respect to the IP Collateral, in addition to which Secured Party may sell, license, assign, transfer, or otherwise dispose of the IP Collateral, subject to those restrictions to which Debtor is subject under applicable law and by contract.

6. Intent. This IP Security Agreement is being executed and delivered by Debtor for the purpose of registering and confirming the grant of the security interest of Secured Party in the IP Collateral with the United States Patent and Trademark Office, the United States Copyright Office, and/or any similar office. It is intended that the security interest granted pursuant to this IP Security Agreement is granted as a supplement to, and not in limitation of, the security interests granted to Secured Party under the Security Agreement. All provisions of the Security Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of Secured Party thereunder) shall apply to the IP Collateral.

7. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by

facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

8. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors, representatives, and assigns.

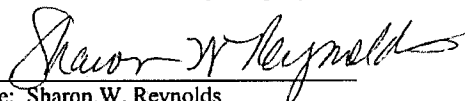
9. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this IP Security Agreement has been executed and delivered to be effective as of the date first above written.

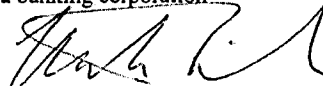
DEBTOR:

DEVMAR PRODUCTS, LLC,
a Tennessee limited liability company

By: 
Name: Sharon W. Reynolds
Title: Manager

SECURED PARTY:

SYNOVUS BANK,
a Georgia banking corporation

By: 
Name: Mark J. Miller
Title: Senior Loan Workout Specialist

SCHEDULE 1

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date	[Record Owner]
CLEANING COMPOSITION, METHOD OF MAKING AND USE THEREOF	United States	10,457,901	10/29/2019	Morehouse School of Medicine DevMar Products, LLC Innovative Environmental Companies
LIQUID LOADING COMPOSITION, METHOD OF MAKING AND USE THEREOF	United States	10,604,729	03/31/2020	Morehouse School of Medicine DevMar Products, LLC Innovative Environmental Companies
CLEANING COMPOSITION, METHOD OF MAKING AND USE THEREOF	United States	10,370,625	08/06/2019	Morehouse School of Medicine DevMar Products, LLC Innovative Environmental Companies
CLEANING COMPOSITION, METHOD OF MAKING AND USE THEREOF	United States	10,704,012	07/07/2020	Morehouse School of Medicine DevMar Products, LLC Innovative Environmental Companies
CLEANING COMPOSITION, METHOD OF MAKING AND USE THEREOF	United States	10,995,308	05/04/2021	Morehouse School of Medicine DevMar Products, LLC Innovative Environmental Companies
CLEANING COMPOSITION, METHOD OF MAKING AND USE THEREOF	United States	11,060,052	07/13/2021	Morehouse School of Medicine DevMar Products, LLC Innovative Environmental Companies

Patent Applications

Title	Jurisdiction	Application Number	Filing Date	[Record Owner]
LIQUID LOADING COMPOSITION, METHOD OF MAKING AND USE THEREOF	United States	16790026	02/13/2020	Morehouse School of Medicine DevMar Products, LLC Innovative Environmental Companies
CLEANING COMPOSITION, METHOD OF MAKING AND USE THEREOF	United States	16800596	02/25/2020	Morehouse School of Medicine DevMar Products, LLC Innovative Environmental Companies
CLEANING COMPOSITION, METHOD OF MAKING AND USE THEREOF	United States	17065981	02/25/2020	Morehouse School of Medicine DevMar Products, LLC Innovative Environmental Companies

SCHEDULE 2

UNITED STATES UNITED STATES REGISTERED OR PENDING TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	[Record Owner]
CLEAN UP BIOHAZARD ABSORBENT	United States	5342891	11/21/2017	DevMar Products, LLC
CLEAN UP BIOHAZARD ABSORBENT	United States	5383589	01/23/2018	DevMar Products, LLC
DEVMAR	United States	5101615	12/13/2016	DevMar Products, LLC
4SURE	United States	4763804	06/30/2015	Sharon W. Reynolds DBA DevMar Products, LLC
ADAPT ASB	United States	6365612	05/25/2021	DevMar Products, LLC

Trademark Applications

Mark	Jurisdiction	ITU Status	Serial Number	Filing Date	[Record Owner]
YOUR SOURCE FOR A SAFER, HEALTHIER ENVIRONMENT	United States	Yes	90029670	06/30/2020	DevMar Products, LLC
B BIODEFENSE 24/7 ANTIMICROBIAL SURFACE BARRIER	United States	No	90156992	09/03/2020	DevMar Products, LLC

SCHEDULE 3

UNITED STATES REGISTERED OR PENDING COPYRIGHTS

None.