

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM688491

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NEWAGE INDUSTRIES, INC.		08/23/2019	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	1000 Westlakes Drive, Suite 300		
<b>City:</b>	Berwyn		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19312		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 41</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1589945	CLEAR 40	
<b>Registration Number:</b>	1483430	CLEARFLO	
<b>Registration Number:</b>	3016382	FLUID TRANSFER SPECIALISTS	
<b>Registration Number:</b>	1644778	HOT BOND	
<b>Registration Number:</b>	1804101	N	
<b>Registration Number:</b>	0602694		
<b>Registration Number:</b>	1545260	NEWAGE	
<b>Registration Number:</b>	1516394	NEWFLEX	
<b>Registration Number:</b>	2117951	NEWLOC	
<b>Registration Number:</b>	1231117	NYLOBRADE	
<b>Registration Number:</b>	1923647	NYLOTUBE	
<b>Registration Number:</b>	3207513	NYLOTUBE	
<b>Registration Number:</b>	1588328	PLASTIC TUBING & FITTING SPECIALISTS	
<b>Registration Number:</b>	2086847	PLASTIC TUBING, HOSE & FITTING SPECIALIS	
<b>Registration Number:</b>	2056718	PLASTIC TUBING, HOSE & FITTING SPECIALIS	
<b>Registration Number:</b>	2142220	PROLITE	
<b>Registration Number:</b>	1590874	PURELOC	
<b>Registration Number:</b>	2850529	SAFEAIR	
<b>Registration Number:</b>	1483432	SILBRADE	

CH \$1040.00 1589945

Property Type	Number	Word Mark
Registration Number:	1613843	SILCON
Registration Number:	1568384	SILVAC
Registration Number:	1483428	SUPERTHANE
Registration Number:	2505012	SUPRENE
Registration Number:	2117949	THERMOBARB
Registration Number:	1483431	THERMOBARB
Registration Number:	1483427	UREBRADE
Registration Number:	1483429	VARDEX
Registration Number:	1574976	VITUBE
Registration Number:	3765885	ADVANTAFLEX
Registration Number:	2915619	ADVANTALABEL
Registration Number:	4800315	ADVANTAPASS
Registration Number:	5620521	ADVANTASIL
Registration Number:	4378892	ADVANTATUBE
Registration Number:	4125931	BIOCLOSURE
Registration Number:	4143062	DOCULINK
Registration Number:	3542469	GAMMATAG
Registration Number:	3726786	HOSE TRACK
Registration Number:	2860647	NEWAGE INDUSTRIES ADVANTAPURE
Registration Number:	3617559	P-E-T PROCESS EQUIPMENT TRACKING
Registration Number:	2792123	PURITY IN FLUID FLOW SYSTEMS
Registration Number:	4529871	VERIGENICS

**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:** 3127018637  
**Email:** IPDocket@mayerbrown.com  
**Correspondent Name:** William R. Siegel, Mayer Brown LLP  
**Address Line 1:** P.O. BOX 2828  
**Address Line 4:** CHICAGO, ILLINOIS 60690-2828

<b>ATTORNEY DOCKET NUMBER:</b>	19621894
<b>NAME OF SUBMITTER:</b>	William R. Siegel
<b>SIGNATURE:</b>	/william r siegel/
<b>DATE SIGNED:</b>	11/16/2021

**Total Attachments: 7**  
source=#733374456v1\_AMECURRENT\_ - PNC-NewAge - Patent and Trademark Security Agreement (Executed)#page1.tif  
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**PATENT AND TRADEMARK SECURITY AGREEMENT**

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of August 23, 2019 (as it may hereafter from time to time be amended, restated, supplemented or otherwise modified, this “Agreement”), is made between **NEWAGE INDUSTRIES, INC.**, a Pennsylvania benefit corporation (“Grantor”), and **PNC BANK, NATIONAL ASSOCIATION** (the “Bank”).

WHEREAS, Grantor is a party to a Security Agreement dated as of August 23, 2019 (as it may hereafter from time to time be amended, restated, supplemented or otherwise modified, the “Security Agreement”) among Grantor, the other grantors party thereto from time to time and the Bank pursuant to which each Grantor granted a security interest to the Bank in its Patent and Trademark Collateral (as defined below), and certain other financing documents and security documents executed by and between Grantor and the Bank (all such documents including this Agreement being collectively referred to as “Loan Documents”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Bank 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.

**SECTION 2. Grant of Security Interest.**

2.1. Grant of Security. Grantor hereby pledges, collaterally assigns and grants to the Bank a security interest in all of its right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor (including under any trade name or derivations thereof), and regardless of where located (collectively, the “Patent and Trademark Collateral”):

(a) (i) any and all patents and patent applications; (ii) all inventions and improvements described and claimed therein including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto under the heading “Patents”; (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements thereof; and (vi) all rights corresponding to any of the foregoing throughout the world;

(b) (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto under the heading “Trademarks”; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world; and

(c) (i) any and all licensing agreements or similar arrangements in and to its Patents and Trademarks, including, without limitation, each agreement listed or required to be listed in Schedule A attached hereto under the heading "Patent and Trademark Licenses", (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (iii) all rights to sue for past, present, and future breaches thereof.

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Patent and 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4. Choice of Law. THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE BANK AND GRANTOR DETERMINED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCLUDING ITS CONFLICT OF LAWS RULES, INCLUDING WITHOUT LIMITATION THE ELECTRONIC TRANSACTIONS ACT (OR EQUIVALENT) IN EFFECT IN THE COMMONWEALTH OF PENNSYLVANIA (OR, TO THE EXTENT CONTROLLING, THE LAWS OF THE UNITED STATES OF AMERICA.**

**SECTION 5. Waiver of Jury Trial**

**5.1. GRANTOR AND THE BANK IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. GRANTOR AND THE BANK ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**

5.2. In the event the waiver set forth in Section 5.1 is not enforceable in any action, proceeding or claim of any nature relating to this Agreement, Grantor and the Bank shall submit any and all disputes arising out of or relating to this Agreement or the breach thereof to binding arbitration in accordance with Section 11.17.2 of the Loan Agreement.

**SECTION 6. Counterparts.** This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

[Signatures Immediately Follow]

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

GRANTOR:

**NEWAGE INDUSTRIES, INC.** Pennsylvania  
benefit corporation

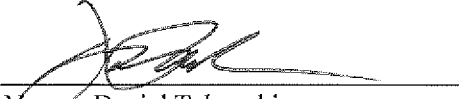
By: 

Name: Kenneth D. Baker

Title: Chief Executive Officer

Accepted and Agreed:

**PNC BANK, NATIONAL ASSOCIATION**

By:   
Name: Daniel Takoushian  
Title: Senior Vice President

*[Signature page to Patent and Trademark Security Agreement]*

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**TRADEMARK**  
**REEL: 007496 FRAME: 0426**

**SCHEDULE A**  
**TO PATENT AND TRADEMARK SECURITY AGREEMENT**

**PATENTS**

**REGISTERED PATENTS**

<b>Name of Grantor</b>	<b>Patent Description</b>	<b>Patent Number</b>
NewAge Industries, Inc.	Method of Attaching An RFID Tag to a Hose and Tracking System	7,195,149 B2
NewAge Industries, Inc.	Process Equipment Tracking System	7,259,675 B2
NewAge Industries, Inc.	Method of Attaching An RFID Tag to a Hose and Tracking System	7,328,837 B2
NewAge Industries, Inc.	Label Assembly for Process Equipment and Method of Applying the Same	7,851,060 B2
NewAge Industries, Inc.	Tracking System for Gamma Radiation Sterilized Bags and Disposable Items	8,519,846 B2
NewAge Industries, Inc.	Single Use Wall Pass-Through System	8,870,230 B2
NewAge Industries, Inc.	Use of Multiplexed RFID Controllers to Verify Connections in Automated Systems	9,224,017 B2
NewAge Industries, Inc.	Tracking System for Gamma Radiation Sterilized Bags and Disposable Items	9,262,659 B2
NewAge Industries, Inc.	Single Use Wall Pass-Through System (Multi-piece clamping component)	9,869,408 B2
NewAge Industries, Inc.	Single Use Wall Pass-Through System (One piece clamping component)	10,113,670 B2



**TRADEMARKS**

**REGISTERED TRADEMARKS**

<b>Name of Grantor</b>	<b>Trademark Description</b>	<b>Serial Number</b>
NewAge Industries, Inc.	CLEAR 40	1,589,945
NewAge Industries, Inc.	CLEARFLO	1,483,430
NewAge Industries, Inc.	FLUID TRANSFER SPECIALISTS	3,016,382
NewAge Industries, Inc.	HOT BOND	1,644,778
NewAge Industries, Inc.	N' (the NewAge N)	1,804,101
NewAge Industries, Inc.	NEWAGE	602,694
NewAge Industries, Inc.	NEWAGE	1,545,260
NewAge Industries, Inc.	NEWFLEX	1,516,394
NewAge Industries, Inc.	NEWLOC	2,117,951
NewAge Industries, Inc.	NYLOBRADE	1,231,117
NewAge Industries, Inc.	NYLOTUBE	1,923,647
NewAge Industries, Inc.	NYLOTUBE	3,207,513
NewAge Industries, Inc.	PLASTIC TUBING & FITTING SPECIALISTS	1,588,328
NewAge Industries, Inc.	PLASTIC TUBING, HOSE & FITTING SPECIALISTS (catalog)	2,086,847
NewAge Industries, Inc.	PLASTIC TUBING, HOSE & FITTING SPECIALISTS (catalog)	2,117,951
NewAge Industries, Inc.	PLASTIC TUBING, HOSE & FITTING SPECIALISTS(custom manufacture)	2,056,718
NewAge Industries, Inc.	PROLITE	2,142,220
NewAge Industries, Inc.	PURELOC	1,590,874
NewAge Industries, Inc.	SAFEAIR	2,850,529
NewAge Industries, Inc.	SILBRADE	1,483,432
NewAge Industries, Inc.	SILCON	1,613,843
NewAge Industries, Inc.	SILVAC	1,568,384
NewAge Industries, Inc.	SUPERTHANE	1,483,428
NewAge Industries, Inc.	SUPRENE	2,505,012
NewAge Industries, Inc.	THERMOBARB(Metal tube)	2,117,949
NewAge Industries, Inc.	THERMOBARB(plastic)	1,483,431
NewAge Industries, Inc.	UREBRADE	1,483,427
NewAge Industries, Inc.	VARDEX	1,483,429
NewAge Industries, Inc.	VITUBE	1,574,976
NewAge Industries, Inc.	ADVANTAFLEX	3765885
NewAge Industries, Inc.	ADVANTALABEL	2915619
NewAge Industries, Inc.	ADVANTAPASS	4800315
NewAge Industries, Inc.	ADVANTASIL	5620521
NewAge Industries, Inc.	ADVANTATUBE	4378892
NewAge Industries, Inc.	BIOCLOSURE	4,125,931
NewAge Industries, Inc.	DOCULINK	4,143,062
NewAge Industries, Inc.	GAMMATAG	3542469
NewAge Industries, Inc.	HOSETRACK	3726786
NewAge Industries, Inc.	NEWAGE INDUSTRIES ADVANTAPURE	2860647
NewAge Industries, Inc.	PET PROCESS EQUIPMENT TRACKING	3617559

<b>Name of Grantor</b>	<b>Trademark Description</b>	<b>Serial Number</b>
NewAge Industries, Inc.	PURITY IN FLUID FLOW SYSTEMS	2792123
NewAge Industries, Inc.	VERIGENICS	4529871