

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POET HOLDING COMPANY, LLC		11/23/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90145011	POET	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	36084-30089		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	11/29/2021		
Total Attachments: 4			
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of November 23, 2021 by and from POET HOLDING COMPANY, LLC, a Delaware limited liability company (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, POET Investments, LLC, a Delaware limited liability company (the “Borrower”), the Lenders and the Grantee have entered into that certain Amendment No. 2 to Credit Agreement dated as of the date hereof (the “Amendment”) which Amendment amends that certain Credit Agreement dated as of April 2, 2020 by and among the Borrower, the other Loan Parties from time to time party thereto, the Lenders and the Grantee (as amended by that certain Amendment No. 1, dated as of May 27, 2021, by and among the Borrower, the financial institutions listed on the signature pages thereof and the Grantee, the “Existing Credit Agreement” and the Existing Credit Agreement as so amended, collectively with the applicable Exhibits and Schedules thereto as so amended, being referred to as the “Amended Credit Agreement”) on the terms and conditions provided therein.

WHEREAS, the Borrower, the Grantor, the other Loan Parties and the Grantee have entered into a Security Agreement dated April 2, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), which has been reaffirmed by that certain Reaffirmation and Joinder Agreement dated as of the date hereof by the Borrower and the other Loan Parties party thereto in favor of the Grantee.

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any of the provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

POET HOLDING COMPANY, LLC

By: 
Name: Jeff Lautt
Title: President and Chief Operating Officer

Signature Page for Grant of
Security Interest in United States Trademarks

TRADEMARK
REEL: 007508 FRAME: 0915

CONFIRMATORY GRANT OF SECURITY INTEREST
 IN UNITED STATES TRADEMARKS
 Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Class	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
POET	<p>1 5</p> <p>INT. CL. 1 INDUSTRIAL ALCOHOL, NAMELY, ETHYL ALCOHOL FOR USE IN MANUFACTURING COSMETICS, PHARMACEUTICALS, SANITIZING AND DISINFECTING AGENTS, SOLVENTS, FOOD FLAVORS, FOOD PRODUCTS, BEVERAGES, FRAGRANCES, COATINGS AND CHEMICALS; ETHYL ALCOHOL; ETHYL ETHER; ETHANOL NOT USED AS A FUEL</p> <p>INT. CL. 5 HAND SANITIZERS, NAMELY, HAND SANITIZING PREPARATIONS; SANITIZERS, NAMELY, SANITIZING PREPARATIONS FOR USE IN INSTITUTIONAL AND INDUSTRIAL AREAS AND FOR HOUSEHOLD USE; SANITIZING PREPARATIONS CONTAINING ETHYL ALCOHOL FOR COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL USE</p>	90145011 28-AUG-2020	N/A	POET HOLDING COMPANY, LLC	Published (Pending) Intent to Use