

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POET Holding Company, LLC		12/21/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CoBank, ACB, as Administrative agent		
Street Address:	6340 S. Fiddlers Green Circle		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	a federally chartered instrumentality: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6570611	POET	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	6127666911		
Email:	susan.carlson@faegredrinker.com		
Correspondent Name:	Susan Carlson, Faegre Drinker Biddle		
Address Line 1:	90 South 7th Street, Suite 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
SIGNATURE:	/e/ Susan Carlson		
DATE SIGNED:	12/22/2021		
Total Attachments: 4			
source=POET Holding Company - Confirmatory Grant of SI in Trademarks (Nov. 2021)#page1.tif			
source=POET Holding Company - Confirmatory Grant of SI in Trademarks (Nov. 2021)#page2.tif			
source=POET Holding Company - Confirmatory Grant of SI in Trademarks (Nov. 2021)#page3.tif			
source=POET Holding Company - Confirmatory Grant of SI in Trademarks (Nov. 2021)#page4.tif			

OP \$40.00 6570611

**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 December 21, 2021 by and from POET Holding Company, LLC, a Delaware limited liability company (the “**Grantor**”), to and in favor of COBANK, ACB (the “**Grantee**”), for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the guarantors party thereto, the lenders party thereto and the Grantee as Administrative Agent have entered into a Credit Agreement dated as of April 2, 2020, as amended by a First Amendment to Credit Agreement dated as of November 19, 2020, a Second Amendment to Credit Agreement dated as of May 27, 2021, and a Third Amendment to Credit Agreement dated as of November 23, 2021 (as so amended and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

WHEREAS, the Grantor, the guarantors party thereto and the Grantee have entered into a Security Agreement dated as of April 2, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

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, 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 the 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.

Signature page follows.

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

POET HOLDING COMPANY, LLC

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

*Signature Page to Confirmatory Grant of
Security Interest in United States Trademarks*

TRADEMARK
REEL: 007538 FRAME: 0785

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

Mark	Application No.	Application Date	Registration No.	Registration Date
POET	90145011	8/28/2020	6570611	11/23/2021

Exhibit A

RECORDED: 12/22/2021

TRADEMARK
REEL: 007538 FRAME: 0786