

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genera Energy Inc.		06/01/2022	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	UMB Bank, N.A., as trustee		
Street Address:	120 South 6th Street, Suite 1400		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4987775	AGRISHED	
Registration Number:	4714853	BIN-SPEC	
Registration Number:	5195683	EARTHABLE	
Registration Number:	5195082	GENERA	
Registration Number:	4710687	GENERA ENERGY	
Registration Number:	4023122	GENERA ENERGY	
Registration Number:	4710688	SUPPLY ASSURE	
Registration Number:	4706877		
CORRESPONDENCE DATA			
Fax Number:	2128366337		
<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:	12128367319		
Email:	paul.somelofske@arnoldporter.com		
Correspondent Name:	Paul J. Somelofske		
Address Line 1:	c/o Arnold & Porter Kaye Scholer LLP		
Address Line 2:	250 West 55th Street		
Address Line 4:	New York, NEW YORK 10019-9710		
NAME OF SUBMITTER:	Paul J. Somelofske		
SIGNATURE:	/Paul J. Somelofske/		

OP \$215.00 4987775

DATE SIGNED:	06/15/2022
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2022, by GENERA ENERGY INC., a Tennessee corporation (“Grantor”), in favor of UMB BANK, N.A., in its capacity as trustee (the “Trustee”).

W I T N E S S E T H:

WHEREAS, Public Finance Authority, a joint powers commission of the State of Wisconsin (the “Issuer”), issued its \$93,415,000 Taxable Revenue Bonds (Vonore Fiber Products Sustainable Packaging Project), Series 2019 (Green Bonds) (as amended, restated, supplemented or otherwise modified from time to time, the “Bonds”), pursuant to an Indenture of Trust dated as of July 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, including pursuant to the Amended and Restated Indenture of Trust dated as of June 1, 2022 between the Issuer and the Trustee, the “Indenture”), between the Issuer and the Trustee in order to fund a loan to Vonore Fiber Products LLC, a Tennessee limited liability company (the “Company”) in the principal amount of the Bonds pursuant to the terms of the Loan Agreement dated as of July 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, including pursuant to the Amended and Restated Loan Agreement dated as of June 1, 2022 between the Issuer and the Company, the “Loan Agreement”), between the Issuer and the Company, as the borrower;

WHEREAS, in connection with the Indenture and the Loan Agreement, Grantor entered into (i) a Bond Guaranty Agreement dated as of January 6, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty”) made by Grantor in favor of the Trustee pursuant to which Grantor guaranteed obligations of the Company under the Indenture, the Loan Agreement and the documents in connection therewith and (ii) a Guarantor Pledge and Security Agreement dated as of January 6, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) made by Grantor in favor of the Trustee pursuant to which Grantor granted Liens on its assets to secure the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Trustee, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor, as collateral security for the Secured Obligations, hereby grants to Trustee, a continuing first priority security interest (subject only to Permitted Liens (as defined in the Indenture)) in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired Collateral of the Grantor (collectively, the “Trademark Collateral”):

hereto; (a) all of its Trademarks including those referred to on Schedule I

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Trustee pursuant to the Security Agreement. Grantor hereby acknowledges and agrees that the rights and remedies of Trustee 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.

4. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF TENNESSEE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

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

GENERA ENERGY INC., a Tennessee corporation


By:  _____

Name: Kelly Tiller

Title: President & CEO


ACCEPTED AND ACKNOWLEDGED BY:

UMB BANK, N.A., as Trustee

By: 
Name: K SCOTT MATTHEWS
Title: VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK	APP. NO.	FILE DATE	REG. NO.	REG. DATE
AGRISHED	86-789348	October 15, 2015	4987775	June 28, 2016
BIN-SPEC	86-204057	February 25, 2014	4714853	April 7, 2015
EARTHABLE	87-196190	October 7, 2016	5195683	May 2, 2017
GENERA	87-170555	September 14, 2016	5195082	May 2, 2017
GENERA ENERGY	86-204027	February 25, 2014	4710687	March 31, 2015
GENERA ENERGY	77-609928	November 7, 2008	4023122	September 6, 2011
SUPPLY ASSURE	86-204047	February 25, 2014	4710688	March 31, 2015
	86-253572	April 16, 2014	4706877	March 24, 2015