

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM787188

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900737079

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aboris, LLC		12/02/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Hancock Whitney Bank
Street Address:	701 Poydras Street
Internal Address:	Suite 1600 Attn: Matthew Chivleatto
City:	New Orleans
State/Country:	LOUISIANA
Postal Code:	70139
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2983169	ARBORIS
Registration Number:	2983176	ARBORIS PINE TREE EXTRACTS
Registration Number:	2983355	ARBORIS
Registration Number:	3381544	AS-2
Registration Number:	3381545	AS-2
Registration Number:	3381546	AS-2
Registration Number:	3381547	AS-2
Registration Number:	6066932	ARBORIS PINE TREE EXTRACTS
Registration Number:	6066933	ARBORIS
Registration Number:	6132249	EVERGREEN SOLUTIONS
Registration Number:	6144869	ARBORIS EVERGREEN SOLUTIONS
Registration Number:	6413081	EVERSOL
Registration Number:	6598708	EVERSOL

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755
Email: jade.tanks@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Robert Dilts
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SIGNATURE:	/Robert Dilts/
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DATE SIGNED:	02/15/2023
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Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Aboris, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) USA -DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 2, 2022

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Hancock Whitney Bank, Attn: Matthew Chivleatto

Street Address: 701 Poydras Street, Suite 1600

City: New Orleans

State: Louisiana

Country: USA Zip: 70139

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA -DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____
SEE ATTACHED SCHEDULE B OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jones Walker LLP

Internal Address: _____

Street Address: 201 St. Charles Avenue, Ste. 5100

Attn: Amy Garrity Scafidel

City: New Orleans

State: Louisiana Zip: 70170

Phone Number: (504) 582-8462

Docket Number: _____

Email Address: ascafidel@joneswalker.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

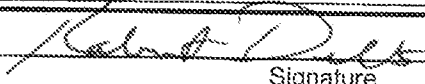
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Robert Dilts, Senior Vice President

Name of Person Signing

12/8/2022

Date

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this “*Security Agreement*”) is entered into as of December 2, 2022 by and between ARBORIS, LLC, a Delaware limited liability company (the “*Grantor*”), and HANCOCK WHITNEY BANK, in its capacity as administrative agent (the “*Administrative Agent*”) for the lenders party to the Credit Agreement referred to below.

PRELIMINARY STATEMENT

The Grantor, as borrower, the other Loan Parties and the Lenders are entering into a Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). It is a requirement under the Credit Agreement that the Grantor enter into this IP Security Agreement to secure its obligations arising under or pursuant to the Credit Agreement.

As a condition precedent to the Lenders entering into and extending credit to the Grantor under the Credit Agreement and to secure the Secured Obligations, the Grantor has executed and delivered that certain Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) by and among the grantors party thereto from time to time, including the Grantor, and the Administrative Agent.

Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

ACCORDINGLY, the Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby agree as follows:

Section 1. Definitions. Unless otherwise defined in this IP Security Agreement, capitalized terms herein shall have the meanings ascribed to them in the Security Agreement.

Section 2. Grant of Security. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest (which security interest shall not be deemed to transfer title or ownership of any of the IP Collateral) in the Grantor’s right, title and interest in and to the following property of the Grantor, whether now owned or hereafter acquired by the Grantor, wherever located, and whether now or hereafter existing or arising (collectively, the “*IP Collateral*”):

(a) all U.S. patents, patent applications, utility models and statutory invention registrations, together with all inventions claimed or disclosed therein and all improvements thereto, including the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

(b) all U.S. trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, fictitious business names, corporate names, certification marks, collective marks and other source identifiers, whether registered or unregistered, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in any United States intent-to-use trademark application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use trademark application under applicable federal law), together, in each case, with the goodwill symbolized thereby (the “*Trademarks*”);

(c) all registrations and applications for registration for any of the foregoing, including those registrations and applications for registration set forth in Schedules A and B hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(d) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(e) all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, all accessions to, substitutions for and replacements, insurance proceeds and products of, supporting obligations relating to, any and all of the foregoing IP Collateral, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Counterparts. This IP Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or electronic transmission (including email transmission of a PDF image) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

Section 5. Successors and Assigns. This IP Security Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each party to this IP Security Agreement.

Section 6. Amendments. This IP Security Agreement may not be amended or modified except with the written consent of the Administrative Agent and the Grantor.

Section 7. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with, and subject to, the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 8. Termination. This IP Security Agreement shall terminate simultaneously with the termination of the Security Agreement.

Section 9. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have executed this Intellectual Property Security Agreement as of the date first above written.

GRANTOR:

ARBORIS, LLC

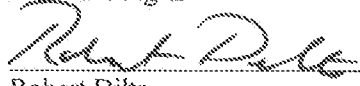
A handwritten signature in black ink, appearing to read 'P. Acton', written over a horizontal line.

By: _____

Name: Peter L. Acton

Title: President and CEO

HANCOCK WHITNEY BANK,
as Administrative Agent

By: 
Name: Robert Dilts
Title: Senior Vice President




SCHEDULE A
PATENTS

Owner	Control Number	Description	Patent Number	Date	Request Number
Arboris, LLC	ARB-101-CL	Fractionation Process for the Unsaponifiable Materials Derived from Black-Liquor Soaps	45559	July 21, 2009	200302387
Arboris, LLC	ARB-101-US	Fractionation Process for the Unsaponifiable Materials Derived from Black-Liquor Soaps	6,462,210 B1	October 8, 2002	09/293,282
Arboris, LLC	ARB-102-AT	Process for Obtaining Unsaponifiable Compounds from Black-Liquor Soaps, Tall Oil and Their By-Products	0,952,208	October 27, 1999	99303128.5
Arboris, LLC	ARB-102-BE	Process for Obtaining Unsaponifiable Compounds from Black-Liquor Soaps, Tall Oil and Their By-Products	0,952,208	October 27, 1999	99303128.5
Arboris, LLC	ARB-102-CH	Process for Obtaining Unsaponifiable Compounds from Black-Liquor Soaps, Tall Oil and Their By-Products	0,952,208	October 27, 1999	99303128.5
Arboris, LLC	ARB-102-DE	Process for Obtaining Unsaponifiable Compounds from Black-Liquor Soaps, Tall Oil and Their By-Products	69920317.1	October 27, 1999	99303128.5
Arboris, LLC	ARB-102-EP	Process for Obtaining Unsaponifiable Compounds from Black-Liquor Soaps, Tall Oil and Their By-Products	0,952,208	October 27, 1999	99303128.5
Arboris, LLC	ARB-102-ES	Process for Obtaining Unsaponifiable Compounds from Black-Liquor Soaps, Tall Oil and Their By-Products	0,952,208	October 27, 1999	99303128.5
Arboris, LLC	ARB-102-FI	Process for Obtaining Unsaponifiable Compounds from Black-Liquor Soaps, Tall Oil and Their By-Products	0,952,208	October 27, 1999	99303128.5
Arboris, LLC	ARB-102-FR	Process for Obtaining Unsaponifiable Compounds from Black-Liquor Soaps, Tall Oil and Their By-Products	0,952,208	October 27, 1999	99303128.5
Arboris, LLC	ARB-102-GB	Process for Obtaining Unsaponifiable Compounds from Black-Liquor Soaps, Tall Oil and Their By-Products	0,952,208	October 27, 1999	99303128.5
Arboris, LLC	ARB-102-IT	Process for Obtaining Unsaponifiable Compounds from Black-Liquor Soaps, Tall Oil and Their By-Products	0,952,208	October 27, 1999	502004901226 738

Owner	Control Number	Description	Patent Number	Date	Request Number
Arboris, LLC	ARB-102-JP	Process for Obtaining Unsaponifiable Compounds from Black-Liquor Soaps, Tall Oil and Their By-Products	4058191	December 21, 2007	JP20000219891
Arboris, LLC	ARB-102-NL	Process for Obtaining Unsaponifiable Compounds from Black-Liquor Soaps, Tall Oil and Their By-Products	0,952,208	October 27, 1999	99303128.5
Arboris, LLC	ARB-102-SE	Process for Obtaining Unsaponifiable Compounds from Black-Liquor Soaps, Tall Oil and Their By-Products	0,952,208	October 27, 1999	99303128.5
Arboris, LLC	ARB-102-US	Process for Obtaining Unsaponifiable Compounds from Black-Liquor Soaps, Tall Oil and Their By-Products	6,297,353 B1	October 2, 2001	09/294,303
Arboris, LLC	ARB-103-AT	High Efficiency Process for the Preparation of Highly Pure Sterols	1081156	March 7, 2001	00307476.2
Arboris, LLC	ARB-103-BE	High Efficiency Process for the Preparation of Highly Pure Sterols	1,081,156	March 7, 2001	00307476.2
Arboris, LLC	ARB-103-BR	High Efficiency Process for the Preparation of Highly Pure Sterols	PI 0003970-5	January 12, 2010	PI 0003970-5
Arboris, LLC	ARB-103-CH	High Efficiency Process for the Preparation of Highly Pure Sterols	1,081,156	June 22, 2005	00307476.2
Arboris, LLC	ARB-103-CL	High Efficiency Process for the Preparation of Highly Pure Sterols	41902	August 20, 2003	1999-002026
Arboris, LLC	ARB-103-DE	High Efficiency Process for the Preparation of Highly Pure Sterols	60020914.8	March 7, 2001	00307476.2
Arboris, LLC	ARB-103-EP	High Efficiency Process for the Preparation of Highly Pure Sterols	1,081,156	March 7, 2001	00307476.2
Arboris, LLC	ARB-103-ES	High Efficiency Process for the Preparation of Highly Pure Sterols	1,081,156	March 7, 2001	00307476.2
Arboris, LLC	ARB-103-FI	High Efficiency Process for the Preparation of Highly Pure Sterols	1,081,156	June 22, 2005	00307476.2
Arboris, LLC	ARB-103-GB	High Efficiency Process for the Preparation of Highly Pure Sterols	1,081,156	March 7, 2001	00307476.2
Arboris, LLC	ARB-103-IT	High Efficiency Process for the Preparation of Highly Pure Sterols	502005901324734	March 7, 2001	00307476.2
Arboris, LLC	ARB-103-NL	High Efficiency Process for the Preparation of Highly Pure Sterols	1081156	March 7, 2001	00307476.2

Owner	Control Number	Description	Patent Number	Date	Request Number
Arboris, LLC	ARB-103-NZ	High Efficiency Process for the Preparation of Highly Pure Sterols	506676	January 7, 2003	506676
Arboris, LLC	ARB-103-SE	High Efficiency Process for the Preparation of Highly Pure Sterols	1,081,156	March 7, 2001	00307476.2
Arboris, LLC	ARB-103-US	High Efficiency Process for the Recovery of High Pure Sterols	6,465,665 B1	October 15, 2002	09/654,410

**SCHEDULE B
TRADEMARKS**

Owner	Mark	Registration Number	Registration Date	Registrar
Arboris, LLC	ARBORIS	2,983,169	August 9, 2005	United States Patent and Trademark Office
Arboris, LLC		2,983,176	August 9, 2005	United States Patent and Trademark Office
Arboris, LLC	ARBORIS	2,983,355	August 9, 2005	United States Patent and Trademark Office
Arboris, LLC	AS-2	3,381,544	February 12, 2008	United States Patent and Trademark Office
Arboris, LLC	AS-2	3,381,545	February 12, 2008	United States Patent and Trademark Office
Arboris, LLC	AS-2	3,381,546	February 12, 2008	United States Patent and Trademark Office
Arboris, LLC	AS-2	3,381,547	February 12, 2008	United States Patent and Trademark Office
Arboris, LLC		6,066,932	June 2, 2020	United States Patent and Trademark Office
Arboris, LLC	ARBORIS	6,066,933	June 2, 2020	United States Patent and Trademark Office
Arboris, LLC	EVERGREEN SOLUTIONS	6,132,249	August 18, 2020	United States Patent and Trademark Office
Arboris, LLC		6,144,869	September 8, 2020	United States Patent and Trademark Office
Arboris, LLC	EVERSOL	6,413,081	July 6, 2021	United States Patent and Trademark Office
Arboris, LLC	EVERSOL	6,598,708	December 21, 2021	United States Patent and Trademark Office
Arboris, LLC	EVERSOL	Pending	Pending Filed May 7, 2020	United States Patent and Trademark Office