

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AgroFresh Inc.		03/31/2023	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	383 MADISON AVENUE		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	5448814	ACTIMIST	
Registration Number:	6739747	ACTISEAL	
Registration Number:	6672324	ADVANCING THE FUTURE OF FRESHNESS	
Registration Number:	5386891	ADVANSTORE	
Registration Number:	5728758	ADVANSTORE	
Registration Number:	3823212	AGROFRESH	
Registration Number:	2255883	ETHYLBLOC	
Registration Number:	6086153	FRESHCLOUD	
Registration Number:	5945123	FRESHCLOUD	
Registration Number:	3703643	HARVISTA	
Registration Number:	5205218	LANDSPRING	
Registration Number:	4641498	RIPELOCK	
Registration Number:	2751304	SMARTFRESH	
Registration Number:	4379585	SMARTFRESH	
Registration Number:	3609789	SMARTFRESH	
Registration Number:	3832362	SMARTFRESH	
Registration Number:	3677877	SMARTFRESH	
Registration Number:	3680216	SMARTTABS	
Registration Number:	5681502	STOREEDGE	

CH \$515.00 5448814

Property Type	Number	Word Mark
Registration Number:	5681503	STOREDGE

CORRESPONDENCE DATA

Fax Number: 3124519089

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: 1.312.962.3524

Email: ypan@proskauer.com

Correspondent Name: Ellen Sheely Fischer

Address Line 1: Proskauer Rose LLP

Address Line 2: 70 West Madison, Suite 3800

Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	80489-008
NAME OF SUBMITTER:	Ellen Sheely Fischer
SIGNATURE:	/Ellen Sheely Fischer/
DATE SIGNED:	03/31/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of March 31, 2023 among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (together with its permitted successors and assigns, “*Administrative Agent*”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 31, 2023 (as amended, restated, supplemented, extended or otherwise modified from time to time, the “*Credit Agreement*”) by and among PSP Agro Midco, LLC, a Delaware limited liability company (“*Holdings*”), Project Cloud Holdings, LLC, a Delaware limited liability company (the “*Borrower*”), the other Loan Parties party thereto, the various financial institutions party thereto as a lender (each a “*Lender*”, and collectively, the “*Lenders*”), PGIM, Inc., as lead lender representative and Administrative Agent, Lenders are willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof.

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of March 31, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

- (a) all of such Grantor’s Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark;

and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the

goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights registered or applied for trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. SUCCESSORS AND ASSIGNS. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

GRANTOR:

AGROFRESH INC.

By: _____

Name: Graham Miao

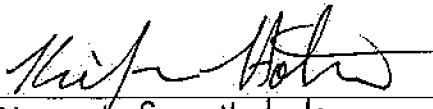
Title: Chief Financial Officer

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 008029 FRAME: 0536

ACKNOWLEDGED AND AGREED:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: Kiefer Hoteck
Title: Authorized Officer

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark Name	Country	App. No. Date	Reg. No. Date	Classes	Owner
ACTIMIST	United States of America	86519339 30-Jan-2015	5448814 17-Apr-2018	05 Int.	AgroFresh Inc.
ACTISEAL	United States of America	88320257 28-Feb-2019	6739747 24-May-2022	05 Int.	AgroFresh Inc.
ADVANCING THE FUTURE OF FRESHNESS	United States of America	87644885 13-Oct-2017	6672324 15-Mar-2022	01 Int., 09 Int., 16 Int., 22 Int., 42 Int.	AgroFresh Inc.
ADVAN STORE	United States of America	86276711 09-May-2014	5386891 23-Jan-2018	44 Int.	AgroFresh Inc.
ADVANSTORE & DESIGN	United States of America	87593180 01-Sep-2017	5728758 16-Apr-2019	40 Int.	AgroFresh Inc.
AGROFRESH	United States of America	77979655 07-Aug-2007	3823212 20-Jul-2010	01 Int.	AgroFresh Inc.
ETHYLBLOC	United States of America	75243425 18-Feb-1997	2255883 22-Jun-1999	01 Int.	AgroFresh Inc.
FRESHCLOUD	United States of America	87833172 14-Mar-2018	6086153 23-Jun-2020	09 Int.	AgroFresh Inc.
FRESHCLOUD	United States of America	87980655 14-Mar-2018	5945123 24-Dec-2019	40 Int., 42 Int.	AgroFresh Inc.
HARVISTA	United States of America	78865078 19-Apr-2006	3703643 27-Oct-2009	01 Int.	AgroFresh Inc.
LANDSPRING	United States of America	86049838 28-Aug-2013	5205218 16-May-2017	01 Int.	AgroFresh Inc.
RIPELOCK	United States of America	85312989 05-May-2011	4641498 18-Nov-2014	20 Int.	AgroFresh Inc.
SMARTFRESH	United States of America	78035189 14-Nov-2000	2751304 12-Aug-2003	01 Int.	AgroFresh Inc.
SMARTFRESH	United States of America	85800961 12-Dec-2012	4379585 06-Aug-2013	01 Int.	AgroFresh Inc.
SMARTFRESH	United States of America	77363386 03-Jan-2008	3609789 21-Apr-2009	44 Int.	AgroFresh Inc.
SMARTFRESH and Design	United States of America	77363435 03-Jan-2008	3832362 10-Aug-2010	01 Int.	AgroFresh Inc.
SMARTFRESH and Design	United States of America	78681801 29-Jul-2005	3677877 01-Sep-2009	44 Int.	AgroFresh Inc.
SMARTTABS	United States of America	77135357 20-Mar-2007	3680216 08-Sep-2009	01 Int.	AgroFresh Inc.
StorEdge	United States of America	87593172 01-Sep-2017	5681502 19-Feb-2019	01 Int.	AgroFresh Inc.

StorEdge & Design	United States of America	87593177 01-Sep-2017	5681503 19-Feb-2019	01 Int.	AgroFresh Inc.
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Trademark Applications

None.