

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI45374

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900831818		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RSC BIO SOLUTIONS, LLC		01/29/2024	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Company Name:	SG STONEGATE ASSET COMPANY I, LLC		
Street Address:	123 N. WACKER DRIVE		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5482809	FUTERRA	
Registration Number:	5459665	RSC BIO SOLUTIONS	
Registration Number:	2162456	ENVIROLOGIC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045776000		
Email:	ipdocketing@bakerdonelson.com		
Correspondent Name:	Anthony Cianciotti		
Address Line 1:	Baker Donelson Bearman Caldwell & Berkow		
Address Line 4:	Atlanta, GEORGIA 30326		
NAME OF SUBMITTER:	Lisa Stoffregen		
SIGNATURE:	Lisa Stoffregen		
DATE SIGNED:	02/22/2024		
Total Attachments: 8			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of January 29, 2024, between RSC BIO SOLUTIONS, LLC, a Delaware limited liability company (“Grantor”), and SG STONEGATE ASSET COMPANY I, LLC, a Delaware limited liability company (together with its successors and assigns, “Lender”).

RECITALS:

Grantor is party to that certain Loan and Security Agreement dated on or about the date of this Agreement (as at any time amended, restated, supplemented or otherwise modified, the “Loan Agreement”), pursuant to which Lender has agreed to extend loans and other financial accommodations to Grantor pursuant to the terms thereof.

A condition to the effectiveness of the Loan Agreement is, among others, Grantor’s execution and delivery of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed to such terms in the Loan Agreement. As used herein, the following terms shall have the following meanings:

“Collateral” means, collectively, the Patent Collateral and the Trademark Collateral.

“Full Payment” means the indefeasible payment in full of the Obligations and termination of all commitments of Lender to make loans or extend financial accommodations to Grantor under the Loan Agreement.

“Patents” means all patents and patent applications of Grantor, including the patents and patent applications listed on Exhibit A hereto (as the same may be amended from time to time), and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, together with all goodwill associated therewith and all rights corresponding thereto throughout the world.

“Patent Collateral” means, collectively, the Patents and all products and proceeds of the foregoing, including (a) any right to sue for past, present or future infringement of any Patent, and (b) all income, royalties, damages and payments now or hereafter due or payable with respect to any Patent, including damages for past, present or future infringement of any Patent or royalties arising from the license of any Patent.

“Trademarks” means all trademarks and trademark applications of Grantor, including the trademarks and trademark applications listed on Exhibit B hereto (as the same may be amended from time to time), and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, together with all goodwill associated therewith and all rights corresponding thereto throughout the world.

“Trademark Collateral” means, collectively, the Trademarks and all products and proceeds of the foregoing, including (a) any right to sue for past, present or future infringement of any Trademark, and (b) all income, royalties, damages and payments now or hereafter due or payable with respect to any Trademark, including damages for past, present or future infringement of any Trademark or royalties arising from the license of any Trademark.

As used herein, the words “herein,” “hereof,” “hereunder,” and “hereon” shall have reference to this Agreement taken as a whole and not to any particular provision hereof. The terms “include,” “includes” and “including” as used herein shall be deemed to be followed by the words “without limitation” whether or not they are in fact followed by such words or words of like import.

2. Grant of Security Interest. To secure the prompt payment and performance of all of the Obligations, Grantor hereby grants, assigns and pledges to Lender a present and continuing security interest in and lien on, all right, title, and interest of Grantor in and to the Collateral, whether now owned or hereafter acquired or arising, and wherever located.

3. Representations, Warranties and Covenants. Grantor represents, warrants and covenants to Lender that:

(a) each of the Patents and Trademarks is subsisting and has not been adjudged invalid or unenforceable in whole or in part;

(b) no claim has been made by any Person that the use of any of the Patents or Trademarks does or may violate the rights of any Person;

(c) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all of the Collateral, free and clear of any Liens (except for those expressly permitted under the terms of the Loan Agreement and licenses permitted pursuant to Section 4 hereof), including pledges, assignments, licenses, shop rights, registered user agreements and covenants by Grantor not to sue third Persons;

(d) each of the Patents and Trademarks is valid and enforceable;

(e) Grantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents and Trademarks and will not change the quality of the products associated with the Patents and Trademarks without Lender’s prior written consent;

(f) Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents and Trademarks; and

(g) Grantor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms.

4. Licenses. Until Full Payment, Grantor shall not enter into any license agreement relating to any of the Patents or Trademarks with any Person except non-exclusive licenses to Grantor’s suppliers and customers in the ordinary course of Grantor’s business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Grantor’s obligations under this Agreement.

5. Rights In Additional Collateral. If, before Full Payment, Grantor shall obtain rights to any new patentable invention or new trademark, patent application or trademark application, patent or trademark for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or Trademark, or improvement of any Patent or Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and Grantor shall give to Lender prompt notice thereof in writing.

6. Modifications to Exhibits. Grantor irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A or B, as applicable, to include any additional patents, patent applications, trademarks or trademark applications under Sections 2 or 5 hereof.

7. Default and Remedies. At any time an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the Uniform Commercial Code and all other rights and remedies under applicable law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as set forth below), or demand whatsoever to Grantor, each of which Grantor hereby expressly waive, collect directly any payments due Grantor in respect of the Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Collateral. Grantor hereby agrees that ten (10) days written notice to Grantor of any public or private sale or other disposition of any of the Collateral shall be reasonable notice. At any such sale or disposition, Lender may, to the extent permitted by applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Grantor, which right Grantor hereby waives and releases.

8. Power of Attorney. Grantor hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as Grantor's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Grantor's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Patents and Trademarks, or to grant or issue any exclusive or nonexclusive license under the Patents and Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Collateral to any other Person. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment.

9. Costs and Expenses. Any and all fees, costs and expenses, of whatever kind or nature (including attorneys' fees and expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in any public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Collateral, or the defense or prosecution of any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Grantor or, if paid by Lender in its sole discretion, shall be reimbursed by Grantor, on demand by Lender, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

10. Prosecution. Grantor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any patent application for a Patent and any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment, to make federal application on unpatented but patentable inventions and registrable but unregistered trademarks (in each case, subject to Grantor's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to protect each Patent and enforce the Trademarks and to do any and all

acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in each Patent and Trademark. Any expenses incurred in connection with such an application or proceedings shall be borne by Grantor. Without the prior written consent of Lender, Grantor shall not abandon any Patent or Trademark unless Grantor has determined that such Patent or Trademark is no longer necessary or material to the conduct of its business.

11. **Enforcement.** Notwithstanding anything to the contrary contained in Section 10 hereof, at any time an Event of Default exists, Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Patents and Trademarks and any license thereunder, or to defend any suit or counterclaim in its own name to protect any Patents or Trademarks or any license thereunder, in which event Grantor shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement or defense, and Grantor shall reimburse and indemnify Lender, on demand, for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section.

12. **Performance of Grantor's Obligations.** If Grantor fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Lender may discharge such obligations in Grantor's name or in Lender's name, in Lender's sole discretion, but at Grantor's expense, and Grantor agrees to reimburse Lender in full for all expenses, including attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Patents or Trademarks or Lender's interest therein pursuant to this Agreement.

13. **No Waiver; Cumulative Remedies.** No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. All of Lender's rights and remedies with respect to the Collateral, whether established by this Agreement or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

14. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

15. **Entire Agreement.** This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6 hereof.

16. **Successors and Assigns.** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of Grantor. Grantor shall not assign any of their rights or delegate any of their duties hereunder without the prior written consent of Lender.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

18. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE COLLATERAL OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

GRANTOR:

RSC BIO SOLUTIONS, LLC

DocuSigned by:
Mike Guggenheimer
By: _____
Name: C. Michael Guggenheimer
Title: President and CEO

LENDER:

SG STONEGATE ASSET COMPANY I, LLC

DocuSigned by:
Ryan Woody
By: _____
Name: Ryan Woody
Title: Chief Operating Officer

EXHIBIT A

Patents

None

Patent Applications

None

EXHIBIT B

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
FUTERRA	U.S. Patent and Trademark Office	5482809	05/29/2018
RSC BIO SOLUTIONS	U.S. Patent and Trademark Office	5459665	05/01/2018
ENVIROLOGIC	U.S. Patent and Trademark Office	2162456	06/02/1998

Trademark Applications

None