

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI38668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Assignment and Assumption of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as resigning Collateral Agent		02/16/2024	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Company Name:	Ankura Trust Company, LLC, as Successor Collateral Agent		
Street Address:	140 Sherman Street		
Internal Address:	4th Floor		
City:	Fairfield		
State/Country:	CONNECTICUT		
Postal Code:	06824		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4006607	GREEN CIRCLE BIO ENERGY	
Registration Number:	3856726	ENVIVA	
Registration Number:	3985600	ENVIVA	
Registration Number:	3936590	ENVIVA MATERIALS	
Registration Number:	3939783	ENVIVA PELLETS	
Registration Number:	5618046	T&T	
Registration Number:	5618045	TRACK & TRACE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M. Amaru		
Address Line 1:	c/o Latham & Watkins LLP		
Address Line 2:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	039269-0374		

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NAME OF SUBMITTER:	Angela Amaru
SIGNATURE:	Angela Amaru
DATE SIGNED:	02/20/2024
Total Attachments: 5 source=Enviva Notice of Assignment of Security Interest in Trademarks (Executed 2.16.24)#page1.tif source=Enviva Notice of Assignment of Security Interest in Trademarks (Executed 2.16.24)#page2.tif source=Enviva Notice of Assignment of Security Interest in Trademarks (Executed 2.16.24)#page3.tif source=Enviva Notice of Assignment of Security Interest in Trademarks (Executed 2.16.24)#page4.tif source=Enviva Notice of Assignment of Security Interest in Trademarks (Executed 2.16.24)#page5.tif	

NOTICE OF ASSIGNMENT AND ASSUMPTION OF
SECURITY INTEREST IN TRADEMARKS

Reference is made to (i) that certain Amended and Restated Credit Agreement, dated as of October 18, 2018 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Effective Date, the “Credit Agreement”), by and among Enviva Inc. (f/k/a Enviva Partners, LP), Barclays Bank PLC (“Barclays”), as administrative agent (in such capacity, including any successor thereto in such capacity, the “Administrative Agent”) and collateral agent (in such capacity, including any successor thereto in such capacity, the “Collateral Agent”) and, together with the Administrative Agent, the “Agent”), and the other persons party thereto, (ii) that certain Amended and Restated Guarantee and Collateral Agreement, dated as of October 18, 2018 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Effective Date, the “Guarantee and Collateral Agreement”), among Enviva Inc. (f/k/a Enviva Partners, LP), each of the Guarantors (as defined in the Credit Agreement) from time to time party thereto (such Guarantors, together with Enviva Inc., the “Grantors”), and the Collateral Agent, (iii) that certain Trademark Security Agreement dated as of April 9, 2015 made by Enviva Pellets, LLC (f/k/a Enviva Pellets Cottondale, LLC) in favor of the Collateral Agent (the “2015 Trademark Security Agreement”), and (iv) that certain Trademark Security Agreement dated as of November 3, 2021 made by Enviva Holdings, LP and Enviva Holdings GP, LLC in favor of the Collateral Agent (the “2021 Trademark Security Agreement”) and together with the 2015 Trademark Security Agreement, the “Trademark Security Agreements”).

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreements, each Grantor granted to the Collateral Agent a security interest in and continuing Lien on all of such Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined in the 2015 Trademark Security Agreement or the 2021 Trademark Security Agreement, as applicable), including those trademark and service mark registrations and applications listed in Schedule A;

WHEREAS, the 2015 Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on April 9, 2015 at Reel/Frame 5495/0277;

WHEREAS, the 2021 Trademark Security Agreement was recorded with the USPTO on November 4, 2021 at Reel/Frame 7483/0965;

WHEREAS, Barclays, as resigning Collateral Agent (in such capacity, the “Resigning Collateral Agent”) and Ankura Trust Company, LLC, as successor Collateral Agent (in such capacity, the “Successor Collateral Agent”) have entered into that certain Resignation, Waiver, Consent and Appointment Agreement, dated February 16, 2024 (the “Agency Transfer Agreement”), whereby, among other things, the Resigning Collateral Agent resigned as Collateral Agent and is succeeded and replaced by the Successor Collateral Agent as successor Collateral Agent; and

WHEREAS, the Resigning Collateral Agent and the Successor Collateral Agent have agreed to execute this Notice of Assignment and Assumption of Security Interest in Trademarks

(this “Notice”) to evidence the assignment and assumption of the Resigning Collateral Agent’s security interest in and Lien on the Trademark Collateral for recordation with the USPTO.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Resigning Collateral Agent and the Successor Collateral Agent hereby agrees as follows:

1. Effective Date. The effective date of this Notice shall be February 16, 2024 (the “Effective Date”).

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Agency Transfer Agreement, as of the Effective Date, among other things, (a) the Resigning Collateral Agent (i) resigned as Collateral Agent under the Guarantee and Collateral Agreement and the Trademark Agreements and, other than expressly set forth in the Agency Transfer Agreement, is discharged from its duties and obligations as Collateral Agent thereunder, and (ii) assigned to the Successor Collateral Agent each of the security interests in and Liens on the Trademark Collateral granted to the Resigning Collateral Agent under the Guarantee and Collateral Agreement and the Trademark Security Agreements (the “Assigned Liens”), and (b) the Successor Collateral Agent (i) succeeded to the rights and obligations of the Resigning Collateral Agent, and became vested with all of the rights, powers, privileges and duties of the Resigning Collateral Agent under the Guarantee and Collateral Agreement and the Trademark Agreements, in each case, other than as expressly set forth in the Agency Transfer Agreement, and (ii) assumed all the Assigned Liens for its benefit and for the benefit of the secured parties.

3. Continuity of Security Interest. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in or Lien on the Trademark Collateral originally granted to the Resigning Collateral Agent under the Guarantee and Collateral Agreement and the Trademark Security Agreements.

4. Reference to Collateral Agent. From and after the Effective Date, each reference in the Trademark Security Agreements to “Collateral Agent” shall mean and be a reference to Ankura Trust Company, LLC, in its capacity as Successor Collateral Agent.

5. Counterparts. This Notice may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which shall constitute an original, but such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Notice to be executed by its duly authorized officer as of the Effective Date.

BARCLAYS BANK PLC,
as Resigning Collateral Agent

By: 

Name: Amit Trehan
Title: Authorized Signatory
Date: February 16, 2024

[Signature Page to the Notice of Assignment and Assumption of Security Interest in Trademarks]

TRADEMARK
REEL: 008349 FRAME: 0532

**ANKURA TRUST COMPANY, LLC,
as Successor Collateral Agent**

By: 
Name: Ryan M. Roy
Title: Senior Managing Director
Date: 2/16/24




[Signature Page to the Notice of Assignment and Assumption of Security Interest in Trademarks]

Schedule A

Recorded on April 9, 2015 at Reel/Frame 5495/0277:

Mark	Registration No.	Registration Date	Owner
GREEN CIRCLE BIO ENERGY	4,006,607	August 2, 2011	Enviva Pellets, LLC.

Recorded on November 4, 2021 at Reel/Frame 7483/0965:

Mark	Registration No.	Registration Date	Owner
ENVIVA and Design 	3,856,726	October 5, 2010	Enviva Holdings, LP
ENVIVA	3,985,600	June 28, 2011	Enviva Holdings, LP
ENVIVA MATERIALS and Design 	3,936,590	March 29, 2011	Enviva Holdings, LP
ENVIVA PELLETS and Design 	3,939,783	April 5, 2011	Enviva Holdings, LP
T&T	5,618,046	November 27, 2018	Enviva Holdings, LP
TRACK & TRACE	5,618,045	November 27, 2018	Enviva Holdings, LP