

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Terra Biosciences LLC		07/05/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon, as Agent		
Street Address:	2001 Bryan Street		
Internal Address:	Suite 1000		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5365703	TERRA INTELLIGENT DOSING	
Registration Number:	5306853	TERRA INTELLIGENT DOSING	
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>		
Email:	kepark@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Kevin E. Park		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	NEW YORK, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	20200-437		
NAME OF SUBMITTER:	Kevin Park		
SIGNATURE:	/Kevin Park/		
DATE SIGNED:	07/10/2018		
Total Attachments: 4			
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This Notice of Grant of Security Interest in Trademarks (this "Trademark Notice of Grant") is made as of July 5, 2018, by Terra Biosciences LLC, a Delaware limited liability company ("Grantor"), in favor of The Bank of New York Mellon, a New York banking corporation ("BNYM"), in its capacity as administrative agent and collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor holds the right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated July 5, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under its Intellectual Property, including the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations; provided that the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the PTO pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), provided that at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned such Trademark application will not be excluded from this Trademark Notice of Grant.

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

The Grantor does hereby acknowledge and affirm the sufficiency and completeness of this Trademark Notice of Grant to create a security interest in the Collateral in favor of the Grantee for the benefit of the Secured Parties, and the Grantor hereby requests the United States Patent and Trademark Office to file and record this Trademark Notice of Grant together with the

annexed Schedule A.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THIS TRADEMARK NOTICE OF GRANT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

This Trademark Notice of Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

The parties hereto agree that the Grantee shall be afforded all of the rights, protections, privileges, immunities and indemnities of the Agent set forth in the Loan Documents, as if such rights, protections, privileges, immunities and indemnities were specifically set forth herein.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Notice of Grant to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTOR:

TERRA BIOSCIENCES LLC

By: 

Name: Matthew Hesse

Title: Chief Executive Officer and President

[SIGNATURE PAGE TO TRADEMARK NOTICE OF GRANT]

SCHEDULE A TO GRANT OF A SECURITY INTEREST

<u>Mark</u>	<u>Reg. No./Reg. Date</u>	<u>App. No./App. Date</u>	<u>Owner</u>
TERRA INTELLIGENT DOSING & Design	5,365,703 12/26/2017	87/011,319 4/22/2016	Terra Biosciences LLC
TERRA INTELLIGENT DOSING	5,306,853 10/10/2017	86/335,226 7/11/2014	Terra Biosciences LLC