

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685758

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enviva Holdings, LP, composed of Enviva Holdings GP, LLC		11/03/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Bayclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77949816	ENVIVA	
Serial Number:	85183818	ENVIVA	
Serial Number:	77949693	ENVIVA MATERIALS	
Serial Number:	77949619	ENVIVA PELLETS	
Serial Number:	87263406	T&T	
Serial Number:	87263387	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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	039269-0374		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		

OP \$165.00 77949816

DATE SIGNED:	11/04/2021
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 3, 2021 (this “*Agreement*”), is made by each entity designated as a Grantor on the signature page (each a “*Grantor*” and together, the “*Grantors*”) in favor of BARCLAYS BANK PLC, in its capacity as collateral agent for the Secured Parties, (in such capacity as collateral agent, together with its successors in such capacity, the “*Collateral Agent*”).

WHEREAS, each Grantor entered into a Amended and Restated Guarantee and Collateral Agreement, dated as of October 18, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”) between the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

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

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing Lien on all of such Grantor’s right, title and interest in, to and under the following property (collectively, the “*Trademark Collateral*”):

The trademark and service mark registrations and applications for registration thereof listed on Schedule A attached hereto and all extensions and renewals of any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest or Lien granted under Section 2.1 attach to any “intent to use” trademark or service mark applications for which a statement of use or an amendment to allege use has not been filed (it being understood that upon the filing of such statement of use or amendment to allege use, a security interest will attach to such trademark and service mark applications and any and all trademark and service mark registrations that issue therefrom)

SECTION 3. Guarantee and Collateral Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the First Lien Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

SECTION 5. Execution in Counterparts

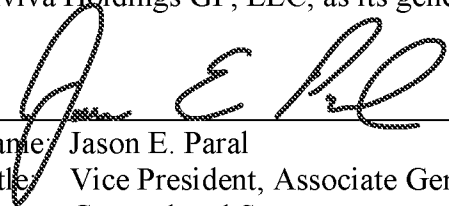
This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other customary means of electronic transmission (e.g., “.pdf”) shall be as effective as delivery of a manually executed counterpart hereof. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation amendments, waivers and consents) shall be deemed to include electronic signatures on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Each of the parties represents and warrants to the other parties that it has the corporate capacity and authority to execute the Agreement through electronic means and there are no restrictions for doing so in that party’s constitutive documents.

[Remainder of page intentionally left blank]

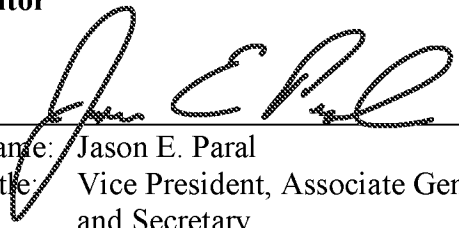
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ENVIVA HOLDINGS, LP
as Grantor**

By: Enviva Holdings GP, LLC, as its general partner

By: 
Name: Jason E. Paral
Title: Vice President, Associate General
Counsel and Secretary

**ENVIVA HOLDINGS GP, LLC
as Grantor**

By: 
Name: Jason E. Paral
Title: Vice President, Associate General Counsel
and Secretary



Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

A handwritten signature in black ink, appearing to read 'May Huang', is positioned above the signature line.

By: _____
Name: May Huang
Title: Assistant Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1. ENVIVA and Design 	77949816 March 3, 2010	3856726 October 5, 2010	Next Renewal October 5, 2030	ENVIVA HOLDINGS, LP, Enviva Holdings GP, LLC, a Delaware limited liability company
2. ENVIVA	85183818 November 23, 2010	3985600 June 28, 2011	Next Renewal June 28, 2031	ENVIVA HOLDINGS, LP, Enviva Holdings GP, LLC, a Delaware limited liability company
3. ENVIVA MATERIALS and Design 	77949693 March 3, 2010	3936590 March 29, 2011	Next Renewal March 29, 2031	ENVIVA HOLDINGS, LP, Enviva Holdings GP, LLC, a Delaware limited liability company
4. ENVIVA PELLETS and Design 	77949619 March 3, 2010	3939783 April 5, 2011	Next Renewal April 5, 2031	ENVIVA HOLDINGS, LP, Enviva Holdings GP, LLC, a Delaware limited liability company
5. T&T	87263406 December 9, 2016	5618046 November 27, 2018	6 th Year Affidavit of Use November 27, 2024	Enviva Holdings, LP, Enviva Holdings GP, LLC, a Delaware limited liability company
6. TRACK & TRACE	87263387 December 9, 2016	5618045 November 27, 2018	6 th Year Affidavit of Use November 27, 2024	Enviva Holdings, LP, Enviva Holdings GP, LLC, a Delaware limited liability company