

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624824

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ENSIGN-BICKFORD INDUSTRIES, INC.		02/04/2021	Corporation: CONNECTICUT
APPLIED FOOD BIOTECHNOLOGY, INC.		02/04/2021	Corporation: MISSOURI
ENSIGN-BICKFORD AEROSPACE & DEFENSE COMPANY		02/04/2021	Corporation: CONNECTICUT
EB ANALYTICS, INC.		02/04/2021	Corporation: CONNECTICUT
ENVIROLOGIX INC.		02/04/2021	Corporation: MAINE
HONEYBEE ROBOTICS, LTD.		02/04/2021	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	950 17TH STREET
Internal Address:	DENVER TOWER
City:	DENVER
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	1662676	OPTIMIZOR
Registration Number:	3370166	
Registration Number:	3839345	AFB INTERNATIONAL
Registration Number:	1190152	BIOFLAVOR
Registration Number:	3719637	PARC
Registration Number:	0769002	DETASHEET
Registration Number:	2128929	PRIMASHEET
Registration Number:	1339138	SOB
Registration Number:	3453007	SKIN-PACK
Registration Number:	3983138	NEA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4269611	MPLC
Registration Number:	5096169	DETBALL
Serial Number:	90059163	TINI
Registration Number:	1732648	FRANGIBOLT
Registration Number:	1314997	THE POWDER FOREST
Registration Number:	3529083	THE POWDER FOREST
Registration Number:	3486229	THE POWDER FOREST
Registration Number:	4013147	DNABLE
Registration Number:	5302233	DNABLE
Registration Number:	4098975	DNABLE
Registration Number:	4066332	ENVIROLOGIX
Registration Number:	5330340	ENVIROLOGIX
Registration Number:	4066334	ENVIROLOGIX
Serial Number:	88663731	RNABLE
Serial Number:	88663728	RNABLE
Serial Number:	87608437	RNABLE
Serial Number:	90453535	TOTALTOX
Serial Number:	90453553	TOTALTRAIT
Serial Number:	90453525	TOTALTEST
Serial Number:	90453533	TOTALTOX
Serial Number:	90453550	TOTALTRAIT
Serial Number:	90453531	TOTALTEST LAB SERVICES
Registration Number:	4484307	HONEYBEE ROBOTICS
Serial Number:	88751166	PLANETVAC

CORRESPONDENCE DATA

Fax Number: 3032231111

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: (303) 223-1100

Email: DNTrademarkDocket@BHFS.com

Correspondent Name: Andrea M. LaFrance

Address Line 1: 410 Seventeenth Street, Suite 2200

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	004724.0249
NAME OF SUBMITTER:	Andrea M. LaFrance
SIGNATURE:	/Andrea M. LaFrance/
DATE SIGNED:	02/05/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of February 4, 2021 among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually, “**Grantor**”) and U.S. BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 4, 2021 (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among ENSIGN-BICKFORD INDUSTRIES, INC., a Connecticut corporation (“**Borrower**”), the other Loan Parties party thereto, the Lenders party thereto, and the Administrative Agent, Lenders have agreed to make Loans to Borrower from time to time upon the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Loans to Borrower as provided for in the Credit Agreement, 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 February 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, 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 mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all of such Grantor’s Trademark registrations, Trademark applications and Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

Notwithstanding the foregoing, in no event shall any Excluded Property constitute Trademark Collateral. For the avoidance of doubt, the grant of a security interest in the Trademark Collateral shall not be deemed an absolute assignment thereof to Administrative Agent.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of each Grantor, 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 other Secured Parties, or any of them.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted by each Grantor in conjunction with and in furtherance of the security interests and Liens granted by each Grantor 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 terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto; provided however, that in no event shall the Trademark Collateral include, or the security interest granted under Section 2 hereof attach to, any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law. If any Grantor shall file an application for the registration of any Trademark with the United States Patent and Trademark

Office, such Grantor shall report such filing to Administrative Agent within five (5) Business Days after the last day of the fiscal quarter in which such filing occurs (in accordance with Section 4.16 of the Security Agreement). Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally (but Administrative Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule 1 hereto to include any such new Trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including, without limitation, the Trademark Collateral).

6. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon each Grantor, its successors and assigns and shall inure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their successors and assigns.

7. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Loan Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted contingent Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

9. GOVERNING LAW. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.**

10. MISCELLANEOUS. The terms and provisions of Sections 9.01 (Notices), 9.02 (Waivers; Amendments), 9.03 (Expenses; Limitation of Liability; Indemnity; Etc.), 9.04 (Successors and Assigns), 9.05 (Survival), 9.07 (Severability), 9.10 (WAIVER OF JURY TRIAL) and 9.11 (Headings), of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Patent Security Agreement, mutatis mutandis, as if fully set forth herein, and the parties hereto agree to such terms.

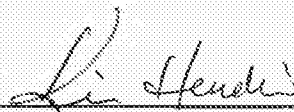
11. Loan Document. This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[Signature Pages Follow]


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

GRANTORS:

ENSIGN-BICKFORD INDUSTRIES, INC.,
as a Grantor


By: 
Name: Kimberly A. Hendricks
Title: Chief Financial Officer and Treasurer

APPLIED FOOD BIOTECHNOLOGY, INC.,
ENSIGN-BICKFORD AEROSPACE &
DEFENSE COMPANY,
EB ANALYTICS, INC.,
ENVIROLOGIX INC.,
HONEYBEE ROBOTICS, LTD.,
each as a Grantor

By: 
Name: Kimberly A. Hendricks
Title: Treasurer of each Grantor

ACCEPTED AND ACKNOWLEDGED:

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent

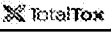

By: 
Name: Mario A. Cañedo II
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007182 FRAME: 0471

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Mark	Country	Application No.	Reg. No.	Reg. Date	Owner
OPTIMIZOR	USA	74105344	1662676	10/29/91	Applied Food Biotechnology, Inc.
MISCELLANEOUS DESIGN (swirled circle logo)	USA	78408904	3370166	01/15/08	Applied Food Biotechnology, Inc.
AFB INTERNATIONAL	USA	78403258	3839345	08/24/10	Applied Food Biotechnology, Inc.
BIOFLAVOR (Class 30)	USA	73236965	1190152	02/16/82	Applied Food Biotechnology, Inc.
PARC AND DESIGN	USA	77553608	3719637	12/01/09	Applied Food Biotechnology, Inc.
We Make Pet Food Taste Great	USA				Applied Food Biotechnology, Inc.
PERFORMANCE BEYOND CONSUMPTION	USA				Applied Food Biotechnology, Inc.
DET ASHEET	USA	72173239	769002	05/05/64	Ensign-Bickford Aerospace & Defense Company
PRIMASHEET	USA	75227305	2128929	01/13/98	Ensign-Bickford Aerospace & Defense Company
SOB	USA	73507008	1339138	06/04/85	Ensign-Bickford Aerospace & Defense Company
SKIN-PACK	USA	77308149	3453007	06/24/08	Ensign-Bickford Aerospace & Defense Company
NEA	USA	77799626	3983138	06/28/11	Ensign-Bickford Aerospace & Defense Company
MPLC	USA	85508339	4269611	01/01/13	Ensign-Bickford Aerospace & Defense Company
DETBALL	USA	86555352	5096169	12/06/16	Ensign-Bickford Aerospace & Defense Company
TiNi (Stylized) and Design	USA	90059163			Ensign-Bickford Aerospace & Defense Company
FRANGIBOLT	USA	74206090	1732648	11/17/92	Ensign-Bickford Aerospace & Defense Company
THE POWDER FOREST	USA		1314997		Ensign-Bickford Realty Corporation
THE POWDER FOREST	USA		3529083		Ensign-Bickford Realty Corporation
THE POWDER FOREST AND DESIGN	USA		3486229		Ensign-Bickford Realty Corporation
DNABLE	USA	77903371	4013147	08/16/11	EnviroLogix Inc.

Mark	Country	Application No.	Reg. No.	Reg. Date	Owner
DNABLE	USA	86871239	5302233	10/03/17	EnviroLogix Inc.
DNABLE & DESIGN	USA	85362995	4098975	02/14/12	EnviroLogix Inc.
ENVIROLOGIX	USA	85269649	4066332	12/06/11	EnviroLogix Inc.
ENVIROLOGIX	USA	86871251	5330340	11/07/17	EnviroLogix Inc.
ENVIROLOGIX & DESIGN	USA	85269894	4066334	12/06/11	EnviroLogix Inc.
RNABLE	USA	88663731			Envirologix Inc.
RNABLE	USA	88663728			Envirologix Inc.
RNABLE	USA	87608437			Envirologix Inc.
TOTALTOX	USA	90453535			Envirologix Inc.
TOTALTRAIT	USA	90453553			Envirologix Inc.
TOTALTEST	USA	90453525			Envirologix Inc.
TOTALTOX (Stylized) 	USA	90453533			EnviroLogix Inc.
TOTALTRAIT (Stylized) 	USA	90453550			Envirologix Inc.
TOTALTEST LAB SERVICES (Stylized)	USA	90453531			Envirologix Inc.
HONEYBEE ROBOTICS	USA	85961935	4484307	02/18/14	Honeybee Robotics, Ltd.
PLANET VAC	USA	88751166			Honeybee Robotics, Ltd.