

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705795

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOVOMER, INC.		01/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TRUIST BANK		
Street Address:	245 Peachtree Center Avenue, NE, 17th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	a banking corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88173120	COETH	
Registration Number:	6341104	NOVOMER	
Registration Number:	6341105	NOVOMER CATALYZED CHEMISTRY	
Serial Number:	90126687	RINNOVO	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	4044205527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal		
Address Line 1:	303 Peachtree Street, Suite 3600		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Harrison J. Roberts		
SIGNATURE:	/hjr/		
DATE SIGNED:	02/01/2022		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 28, 2022 (this “*Security Agreement*”), is made by **NOVOMER, INC.**, a Delaware corporation (“*Grantor*”), in favor of **TRUIST BANK**, as Lender (together with its successors and assigns, the “*Lender*”).

WHEREAS, the Grantor has entered into that certain Joinder to Revolving Credit Agreement and Other Loan Documents (“*Joinder*”) dated on or about the date hereof which joins Grantor to that certain Revolving Credit Agreement dated April 29, 2021 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “*Credit Agreement*”) among Danimer Scientific, L.L.C., a Georgia limited liability company (“*Danimer*”), Meredian Bioplastics, Inc., a Georgia corporation (“*MBP*”), Meredian, Inc., a Georgia corporation (“*Meredian*”), Danimer Scientific Holdings, LLC, a Delaware limited liability company (“*Holdings*”), Danimer Bioplastics, Inc., a Georgia corporation (“*DBP*”), Danimer Scientific Kentucky, Inc., a Delaware corporation (“*DSK*”; collectively Danimer, MBP, Meredian, Holdings, DBP and DSK, the “*Existing Borrowers*”; Grantor and Existing Borrowers, collectively referred to herein as “*Borrowers*”) and that certain Guaranty and Security Agreement dated as of April 29, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), by Existing Borrowers in favor of Lender; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, Grantor hereby agrees as follows:

Section 1 **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral.** Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby pledges, assigns and transfers to Lender for the benefit of the Secured Parties, and grants to Lender for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “*Trademark Collateral*”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

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

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Lender

pursuant to the Guaranty and Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Representation and Warranty.** Schedule I hereto correctly sets forth all applied for and federally registered Trademarks owned by Grantor in its own name as of the date hereof.

Section 5 **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 **Counterparts.** This Security Agreement 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

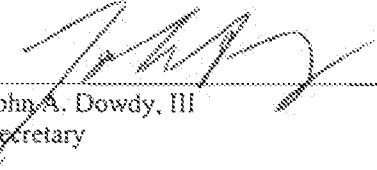
Section 7 **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia (without giving effect to the conflict of law principles thereof).

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, 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.

GRANTOR:

NOVOMER, INC.

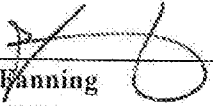
By: 
Name: John A. Dowdy, III
Title: Secretary

[Signatures continue on the following page]

Acknowledged and Agreed to as of the date hereof:

LENDER:

TRUIST BANK

By:  _____
Name: **JC Fanning**
Title: Director