PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7821994

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERM LOAN PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
EAM CORPORATION	03/01/2023

RECEIVING PARTY DATA

Name:	COBANK, ACB, AS COLLATERAL AGENT
Street Address:	6340 SOUTH FIDDLERS GREEN CIRCLE
City:	GREENWOOD VILLAGE
State/Country:	COLORADO
Postal Code:	80111

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	11432969
Patent Number:	10813799
Patent Number:	10806643
Patent Number:	8202609

CORRESPONDENCE DATA

Fax Number: (704)331-1159

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.

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maryelizabethzaldivar@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC Address Line 1: 100 NORTH TRYON STREET

Address Line 2: SUITE 4700, ATTN: IP DEPARTMENT Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	036970.000021
NAME OF SUBMITTER:	JOHN SLAUGHTER
SIGNATURE:	/john slaughter/
DATE SIGNED:	03/01/2023

Total Attachments: 5

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TERM LOAN PATENT SECURITY AGREEMENT

This TERM LOAN PATENT SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this "Patent Security Agreement"), dated as of March 1, 2023, is made by EAM Corporation, a Delaware corporation (the "Grantor"), in favor of COBANK, ACB, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the "Collateral Agent").

WHEREAS, the Grantor is party to that certain Term Loan Security Agreement, dated as of March 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

- Section 1. <u>Terms</u>. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.
- Section 2. <u>Grant of Security</u>. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under the Patents and Patent applications set forth on <u>Schedule A</u> attached hereto, together with (a) all reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all inventions or designs claimed therein, (c) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, and (d) the right to sue for past, present and future infringements thereof (the "Patent Collateral"); provided that "Patent Collateral" shall not include and the Security Interest shall not attach to any Excluded Assets as provided under the Security Agreement.
- Section 3. <u>Recordation</u>. The Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement with the U.S. Patent and Trademark Office.
- Section 4. <u>Execution in Counterparts</u>. This Patent Security Agreement may be executed in any number of 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 signature page to this Patent Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Patent Security Agreement and/or any document to be signed in connection with this Patent Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below),

deliveries 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, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record; *provided* that notwithstanding anything contained herein to the contrary, the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

Section 5. <u>Security Agreement</u>. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO PATENTS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS PATENT SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS PATENT SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Patent Security Agreement as of the date first above written.

EAM CORPORATION,

a Delaware corporation

By:

Name: Josée Mireault
Title: Assistant Secretary

REEL: 062902 FRAME: 0622

Accepted and Agreed:

COBANK, ACB, as Collateral Agent

By:

Name: Matthew Brill Title: Vice President

REEL: 062902 FRAME: 0623

SCHEDULE A

EAM Corporation (Delaware corporation)

U.S. Patents

Issued Patents

Title	Patent No.	Issue Date
ULTRA THIN LAMINATE WITH PARTICULATES IN	11432969	09/06/2022
DENSE PACKAGES		
LAYERED ABSORBENT STRUCTURE WITH WICKING	10813799	10/27/2020
PERFORMANCE		
ABSORBENT LAMINATE WITH MULTIPLE	10806643	10/20/2020
SUBSTRATES		
ABSORBENT MATERIAL WITH WET STRENGTH	8202609	06/19/2012
CONTAINING WAX		

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RECORDED: 03/01/2023