

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523677

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inolex Incorporated		03/01/2019	Corporation: DELAWARE
Inolex Group, Inc.		03/01/2019	Corporation: DELAWARE
Inolex Investment Corp.		03/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	One Logan Square, N. 18th Street, Suite 1310		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5426423	INOLEX INCORPORATED	
Registration Number:	4561167	MOTHER NATURE'S SECOND CHOICE	
Registration Number:	1062553	LEXGARD	
Registration Number:	1062552	LEXEMUL	
Registration Number:	1011975	INOLEX	
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>			
Phone:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1082769 TM		
NAME OF SUBMITTER:	Jennifer R. Santangelo		
SIGNATURE:	/Jennifer R. Santangelo/		

OP \$140.00 5426423

DATE SIGNED:	05/15/2019
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 1, 2019 (as amended, restated, supplemented or otherwise modified, this "Agreement"), among INOLEX, INCORPORATED, a Delaware corporation ("INO"), INOLEX GROUP, INC., a Delaware corporation ("IGI"), and INOLEX INVESTMENT CORP., a Delaware corporation ("IIC" together with IGI and INO, each individually, a "Borrower" and collectively, the "Borrowers") and CITIZENS BANK, N.A., as successor by merger to Citizens Bank of Pennsylvania (the "Lender").

Reference is made to (a) the Second Amended and Restated Credit Agreement, dated as of March 1, 2019 among the Grantors and the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of March 1, 2019, by and among the Grantors party thereto and the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lender has agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Lender (and its successors and assigns), a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

all reissues, continuations, extensions and renewals thereof and amendments thereto,

all goodwill associated therewith or symbolized by any of the foregoing,

all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

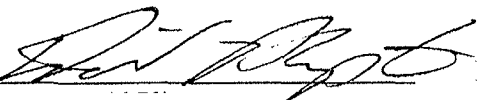
4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

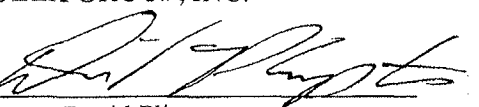
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

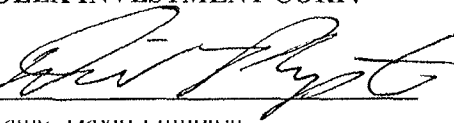
INOLEX, INCORPORATED

By: 
Name: David Plimpton
Title: Chairman, Chief Executive Officer and
President

INOLEX GROUP, INC.

By: 
Name: David Plimpton
Title: Chairman, Chief Executive Officer and
President

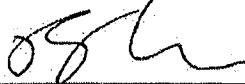
INOLEX INVESTMENT CORP.

By: 
Name: David Plimpton
Title: President

[Signature Page – Trademark Security Agreement]

CITIZENS BANK, N.A., as successor by merger
to Citizens Bank of Pennsylvania, as Lender

By:



Name:
Title:

LISA G. WILLIAMS
SVP

[Signature Page – Trademark Security Agreement]

SCHEDULE I

TRADEMARKS

See Attached

LIVE US TRADEMARK REGISTRATIONS

Serial No.	Reg. No.	MARK	Current Owner of Record
875033744	5426423	INOLEX INCORPORATED	INOLEX, Inc.
85888646	4561167	MOTHER NATURE'S SECOND CHOICE	Inolex Investment Corporation
73098908	1062553	LEXGARD	Inolex Investment Corporation
73098905	1062552	LEXEMUL	Inolex Investment Corporation
73015411	1011975	INOLEX	Inolex Chemical Company Corporation