# OP \$65.00 5926082

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM619397

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Phobio LLC		12/23/2020	Limited Liability Company: GEORGIA

### **RECEIVING PARTY DATA**

Name:	Fifth Third Bank, National Association	
Street Address:	6111 N. River Road, 3rd Floor	
City:	Rosemont	
State/Country:	ILLINOIS	
Postal Code:	60018	
Entity Type:	National Banking Association: UNITED STATES	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	5926082	PHOBIO
Registration Number:	4624472	SAFETRADE

### **CORRESPONDENCE DATA**

**Fax Number:** 6175236850

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:** 617-523-2700

Email: susan.dinicola@hklaw.com,michelle.diaz@hklaw.com

Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	01/08/2021

### **Total Attachments: 4**

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# **GRANT OF SECURITY INTEREST IN TRADEMARKS**

WHEREAS, Phobio LLC, a Georgia limited liability company ("Grantor"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith as set forth on Schedule A attached hereto; and

WHEREAS, Fifth Third Bank, National Association (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of December 23, 2020, between the Grantor and the Grantee (as amended from time to time, the "Credit Agreement"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:
PHOBIO LLC,
a Georgia limited liability company
.41
Ву:
Name: STEPHEN WAKELING
Title: CEO
GRANTEE:
FIFTH THIRD BANK,
NATIONAL ASSOCIATION
Ву:
Name:
Title:

Grant of Security Interest in Trademarks

	rsigned have executed this Grant of Security
Interest as of the date of the Credit Agreement.	
GRANTOR:	
PHOBIO LLC, a Georgia limited liability company	
By:	
Name:	
Title:	
GRANTEE:	

FIFTH THIRD BANK, NATIONAL, ASSOCIATION

Name: \_\_\_\_

Grant of Security Interest in Trademarks

# Schedule A - Trademarks

Trademark	Registration # / (Application #)	Issue Date / (File Date)	Owner	
PHOBIO	FEDTM 5926082	December 30, 2019	Phobio, LLC	
SAFETRADE	FEDTM 4624472	October 21, 2014	Phobio, LLC	

TRADEMARK
REEL: 007159 FRAME: 0210

**RECORDED: 01/08/2021**