

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM318515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QC LLC		09/30/2014	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4455016	SOLU-GRADE	
Registration Number:	3352950	SUCRACHELATE	
Registration Number:	3352949	SUCRASULFATE	
Registration Number:	2922277	SUGROW	
Registration Number:	2882025	HORTIMIX	
Registration Number:	2632474	DIAMOND BRAND	
Registration Number:	2628855	QC CORPORATION	
Serial Number:	85921711	QUALITY STARTS BELOW THE SURFACE	
Serial Number:	86189078	SUCRASUL	
CORRESPONDENCE DATA			
Fax Number:	2128225607		
<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:	212-530-5607		
Email:	abrook@milbank.com		
Correspondent Name:	Anna Brook		
Address Line 1:	1 Chase Manhattan Plaza		
Address Line 2:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 4:	New York, NEW YORK 10005		

TRADEMARK

ATTORNEY DOCKET NUMBER:	30045.64800
NAME OF SUBMITTER:	Anna Brook
SIGNATURE:	/Anna Brook/
DATE SIGNED:	09/30/2014
Total Attachments: 5 source=2.4 Executed and Dated Trademark Security Agreement - Verdesian Incremental#page1.tif source=2.4 Executed and Dated Trademark Security Agreement - Verdesian Incremental#page2.tif source=2.4 Executed and Dated Trademark Security Agreement - Verdesian Incremental#page3.tif source=2.4 Executed and Dated Trademark Security Agreement - Verdesian Incremental#page4.tif source=2.4 Executed and Dated Trademark Security Agreement - Verdesian Incremental#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 30, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of **GOLDMAN SACHS BANK USA**, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of July 1, 2014, as amended by that certain Pledge Supplement (the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 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.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS 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) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

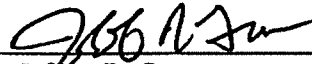
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

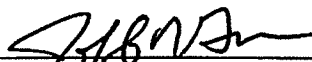
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

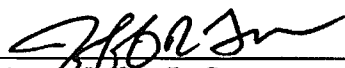
QC HOLDINGS I, LLC

By: 
Name: Jeffery R. Grow
Title: Chief Executive Officer

QC LLC

By: 
Name: Jeffery R. Grow
Title: Chief Executive Officer

ADD-IRON LLC

By: 
Name: Jeffery R. Grow
Title: Chief Executive Officer

Accepted and Agreed:
GOLDMAN SACHS BANK USA,
as Collateral Agent

By: Charles D. Johnston
Authorized Signatory




Charles D. Johnston
Authorized Signatory

[Signature page to Trademark Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

QC LLC

Mark	Serial No.	Filing Date	Registration No.	Registration Date
QUALITY STARTS BELOW THE SURFACE	(85/921,711)	(5-2-13)		
SOLU-GRADE			4,455,016	10-8-13
SUHRACHELATE			3,352,950	12-11-07
	(86/189,078)	(5-2-13)		
SUCRASULFATE			3,352,949	12-11-07
			2,922,277	2-1-05
DIAMOND BRAND			2,632,474	10-8-02
HORTIMIX			2,882,025	9-7-04
			2,628,855	10-1-02