

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404134

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brahma Group, Inc.		10/31/2016	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BNP Paribas		
<b>Street Address:</b>	787 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Corporation: FRANCE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5057154		
<b>Registration Number:</b>	5057155	BRAHMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>			
<b>Phone:</b>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	353979-5		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	11/02/2016		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of October 31, 2016, between Brahma Group, Inc. (the "**Grantor**"), and BNP Paribas, as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**").

### RECITALS

- (A) TMC Merger Sub Corp., a Delaware corporation ("**Initial Borrower**"), which upon the consummation of the Acquisition will be merged with and into Terra Millennium Corporation, a Delaware corporation ("**Target**"), with the Target being the surviving corporation (the "**Borrower**"), TMC Mid-Co. Corp., a Delaware corporation ("**Holdings**"), the financial institutions party thereto from time to time as lenders (each individually referred to as a "**Lender**" and collectively as "**Lenders**"), BNP Paribas, as administrative agent for Lenders and as collateral agent for Secured Parties (in such capacities, the "**Administrative Agent**"), are parties to a Credit Agreement dated as of October 31, 2016 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Credit Agreement**").
- (B) Grantor is party to a Pledge and Security Agreement, dated as of October 31, 2016, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Pledge and Security Agreement**"), pursuant to which Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### Section 1 Defined Terms

Unless the context otherwise requires, all capitalized terms used but not defined herein have the same meaning set forth in the Pledge and Security Agreement.

### Section 2 Grant of Security Interest in Intellectual Property Collateral

As collateral security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of all Obligations (as defined in the Credit Agreement), Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

"**Intellectual Property Collateral**" means Grantor's right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all Copyrights owned by or licensed to Grantor;
- (b) all Patents owned by or licensed to Grantor;
- (c) all Trademarks owned by or licensed to Grantor, including those referred to on Schedule I hereto, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) all Intellectual Property Licenses to which Grantor is a party;

- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any owned or licensed Copyright, Trademark or Patent, or (ii) injury to the goodwill associated with any owned or licensed Trademark.

**Section 3 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include, and Grantor will not be deemed to have granted a Security Interest in, any of its right, title or interest in any Excluded Property.

**Section 4 Pledge and Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

**Section 5 Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).**

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

**BRAHMA GROUP, INC.,**  
as Grantor

By: \_\_\_\_\_



Name: Michael P. Elam  
Title: Chief Financial Officer

**ACCEPTED AND AGREED:**  
**BNP PARIBAS,**  
as Collateral Agent


By:   
Name: **Richard Cushing**  
Title: **Managing Director**

By:   
Name: **Peter Fritz**  
Title: **Vice President**

**SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

**Trademarks**

<b>Grantor</b>	<b>Mark</b>	<b>Reg. No. / Appln. No.</b>	<b>Registration Date</b>
Brahma Group, Inc.		5057154 / 86561083	October 11, 2016
Brahma Group, Inc.	BRAHMA	5057155 / 86561093	October 11, 2016