

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529807

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
QC LLC		06/27/2019	Limited Liability Company: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCW Asset Management Company LLC, as collateral agent		
<b>Street Address:</b>	200 Clarendon Street		
<b>Internal Address:</b>	51st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2632474	DIAMOND BRAND	
<b>Registration Number:</b>	2882025	HORTIMIX	
<b>Registration Number:</b>	4817631	MICRO PRODUCTS, MACRO RESULTS	
<b>Registration Number:</b>	2628855	QC CORPORATION	
<b>Registration Number:</b>	4455016	SOLU-GRADE	
<b>Registration Number:</b>	3352950	SUCRACHELATE	
<b>Registration Number:</b>	4609180	SUCRASUL	
<b>Registration Number:</b>	3352949	SUCRASULFATE	
<b>Registration Number:</b>	2922277	SUGROW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<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>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	S. Kareff c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	25th Floor		

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<b>Address Line 4:</b>	New York, NEW YORK 10022
<b>ATTORNEY DOCKET NUMBER:</b>	059182-0085
<b>NAME OF SUBMITTER:</b>	Scott Kareff (059182-0085)
<b>SIGNATURE:</b>	/kc for sk/
<b>DATE SIGNED:</b>	06/28/2019
<b>Total Attachments: 4</b> source=Verdesian - Trademark Security Agreement (QC)#page1.tif source=Verdesian - Trademark Security Agreement (QC)#page2.tif source=Verdesian - Trademark Security Agreement (QC)#page3.tif source=Verdesian - Trademark Security Agreement (QC)#page4.tif	

GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 27, 2019, by QC LLC, a Maryland limited liability company ("Grantor"), in favor of TCW Asset Management Company LLC, a Delaware limited liability company, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated June 27, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

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

QC LLC

By: Erica Boisvert  
Name: Erica Boisvert  
Title: Chief Financial Officer

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006681 FRAME: 0554**

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

<u>Current Owner of Record</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
QC LLC	DIAMOND BRAND	75937129	3/8/2000	2632474	10/8/2002
QC LLC	HORTIMIX	76028239	4/18/2000	2882025	9/7/2004
QC LLC	MICRO PRODUCTS, MACRO RESULTS	86539760	2/19/2015	4817631	9/22/2015
QC LLC	QC CORPORATION	75937130	3/8/2000	2628855	10/1/2002
QC LLC	SOLU-GRADE	85941088	5/23/2013	4455016	12/24/2013
QC LLC	SUCRACHELATE	76661509	6/13/2006	3352950	12/11/2007
QC LLC	SUCRASUL	86189078	2/10/2014	4609180	9/23/2014
QC LLC	SUCRASULFATE	76661508	6/13/2006	3352949	12/11/2007
QC LLC	SUGROW	76566064	12/12/2003	2922277	2/1/2005