

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TERRA TECHNOLOGIES LLC		09/20/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MUFG UNION BANK, N.A., as Collateral Agent		
Street Address:	350 California Street, 17th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4246241	TERRA SHIELD	
Registration Number:	4513658	TERRA MOVE TM	
Registration Number:	4317542	TERRA CAP	
Registration Number:	4475007	TERRA CAP TC	
Registration Number:	4392654	TERRA MOVE	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<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:	7043432000		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Senior Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Terry L. Witcher, Senior Paralegal		
SIGNATURE:	/s/ Terry L. Witcher		
DATE SIGNED:	09/23/2019		
Total Attachments: 5			

OP \$140.00 4246241

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of September 20, 2019 (this “Agreement”), among TERRA TECHNOLOGIES LLC (the “Grantor”) and MUFG UNION BANK, N.A., as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of September 20, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Congruex LLC, a Delaware limited liability company (solely for purposes of Section 5.01 of the Credit Agreement), Congruex Group LLC, a Delaware limited liability company (the “Borrower”), MUFG Bank, Ltd., as Administrative Agent (in such capacity, the “Administrative Agent”), the Collateral Agent and the Lenders party thereto and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, the other grantors from time to time party thereto, the Administrative Agent and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans, each Issuing Bank to issue Letters of Credit and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all of such Grantor’s Trademarks, including, but not limited to, the trademark applications and trademark registrations referred to in Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act but only 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 such trademark, intent-to-use trademark application, or resulting trademark registration or result in cancellation of such trademark application or registration under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate immediately and automatically and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.


[Remainder of Page Intentionally Left Blank]

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

TERRA TECHNOLOGIES LLC, as a Grantor

By: Congruex Group LLC, its Sole Member

By: Congruex LLC, its Sole Member

By: 
Name: William Beans, Jr.
Title: Chief Executive Officer

MUFG UNION BANK, N.A., as Collateral Agent

By: _____
Name:
Title:

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

TERRA TECHNOLOGIES LLC, as a Grantor

By: Congruex Group LLC, its Sole Member

By: Congruex LLC, its Sole Member

By: _____

Name:

Title:

MUFG UNION BANK, N.A., as Collateral Agent

By: _____

Name:



Keith Sevigny

Title:

Vice President

SCHEDULE I

TRADEMARK COLLATERAL

<u>Mark</u>	<u>Owner of Record</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Filing / Reg. Date</u>
TERRA SHIELD	Terra Technologies LLC	USA	4246241	1/21/2009
	Terra Technologies LLC	USA	4513658	6/21/2013
TERRA CAP	Terra Technologies LLC	USA	4317542	4/9/2013
	Terra Technologies LLC	USA	4475007	1/28/2014
TERRA MOVE	Terra Technologies LLC	USA	4392654	8/27/2013 (Issued)