

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Team Laboratory Chemical, LLC		10/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sunflower Bank, N.A.		
Street Address:	5299 DTC Blvd., Suite 1050		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78451341	BASE ONE	
Serial Number:	88254838	BETTER BASE=BETTER ROADS	
CORRESPONDENCE DATA			
Fax Number:	3032924510		
<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:	303-291-1641		
Email:	karin.tupper@moyewhite.com		
Correspondent Name:	Karin Tupper		
Address Line 1:	1400 16th Street, 6th Floor		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	15702-3		
NAME OF SUBMITTER:	Karin Tupper		
SIGNATURE:	/Karin Tupper/		
DATE SIGNED:	10/02/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SUNFLOWER BANK, N.A. ("Lender") and TEAM LABORATORY CHEMICAL, LLC, a Delaware limited liability company ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement by and between Lender and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement).

B. The Loans are secured, in part, pursuant to a Pledge and Security Agreement between Grantor and Lender, dated the Effective Date (the "Security Agreement").

C. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit A attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit B attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
5775 Wayzata Blvd., Suite 700
Minneapolis, MN 55416
Attention: Susan Gohman

TEAM LABORATORY CHEMICAL, LLC,
a Delaware limited liability company

By: Susan Gohman

Name: Susan Gohman

Title: Co-President

BANK:

Address of Lendor:
5299 DTC Blvd, Suite 1050
Greenwood Village, CO 80111
Attention: David Harper,
Managing Director –
Leveraged Finance

SUNFLOWER BANK, N.A.

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
5775 Wayzata Blvd., Suite 700
Minneapolis, MN 55416
Attention: Susan Gohman

TEAM LABORATORY CHEMICAL, LLC,
a Delaware limited liability company

By: _____


Title: _____

BANK:

Address of Lender:

SUNFLOWER BANK, N.A.

5299 DTC Blvd, Suite 1050
Greenwood Village, CO 80111
Attn: David Harper, Managing Director -
Leveraged Finance

By:  _____

Title: MANAGING DIRECTOR

EXHIBIT A

Patents

<u>Country</u>	<u>Description</u>	<u>Patent Number</u>	<u>Application Date</u>
U.S.	METHOD OF STABILIZING ROAD BEDS	7,878,731	12-03-2009
U.S.	SOIL STABILIZATION METHOD	7,651,294	04-03-2007
U.S.	SOIL STABILIZATION METHOD	7,845,879	12-03-2009
CA	SOIL STABILIZATION METHOD	2584189	04-05-2007

EXHIBIT B

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BASEONE	RN: 2995032 AN: 78451341	RD: 09/13/2005 AD: 07/15/2004
BETTER BASE = BETTER ROADS	AN: 88254838	AD: 01/09/2019

4822-1113-1812.1
4832-7843-0888.1