

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Terressentia Corporation		10/01/2019	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Agent		
Street Address:	3333 Peachtree Road, N.E., 4th Floor, East Tower		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	banking corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3313656	GREEN RIVER G. R. S. M.	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	4045235300		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri		
Address Line 1:	303 Peachtree Street		
Address Line 2:	Suite 3600		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Harrison J. Roberts		
SIGNATURE:	/hjr/		
DATE SIGNED:	10/03/2019		
Total Attachments: 3			
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TRADEMARK SECURITY AGREEMENT

WHEREAS, TERRESSENTIA CORPORATION, a South Carolina corporation (the "Grantor") and SUNTRUST BANK, a Georgia banking corporation, in its capacity as administrative agent and collateral agent for Lenders (the "Grantee") are parties to that certain Consent to Purchase of Certain Assets and Intellectual Property of even date herewith (the "Consent Agreement"), pursuant to which, among other things, as a condition precedent to Grantee's Consent (as defined in the Consent Agreement), Grantor has agreed to enter into this Trademark Security Agreement;

WHEREAS, Grantor owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, set forth on Schedule A attached hereto ("Trademark Collateral"); and

WHEREAS, Grantee desires to acquire a security interest in, and lien on, all of the Grantor's right, title and interest in and to the Trademark Collateral; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Revolving Credit and Term Loan Agreement dated April 27, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor and Grantee, as well as Borrowers (which includes Grantor) and Lenders (as each term is defined in the Credit Agreement), the Grantor hereby grants to the Grantee, for its benefit and the benefit of the other Secured Parties (as defined in the Credit Agreement), a security interest in, and a lien upon, all of the Grantor's right, title and interest in and to the Trademark Collateral, (i) all Proceeds (as such term is defined in the Credit Agreement) of the Trademark Collateral, (ii) all of the goodwill of the businesses with which the Trademark Collateral are associated, and (iii) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Trademark Collateral or unfair competition regarding the same (collectively, "Grant of Security Interest").

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all of the Obligations (as such term is defined in the Credit Agreement).


This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement and the Security Agreement (as such term is defined in the Credit Agreement). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to (and not in lieu of), those set forth in the Credit Agreement. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[Remainder of page intentionally left blank; signature appear on the following pages.]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement on this 1st day of October, 2019.


GRANTOR:

TERRESSENTIA CORPORATION

By: 
Name: Simon Burch
Title: Chief Executive Officer

Grant of License Interest in Trademarks (Terresentia)

Schedule A - Trademarks

<u>Trademark</u>	<u>Serial No. / File Date</u>	<u>Registration No. / Reg. Date</u>
	78617008 April 26, 2005	3313656 October 16, 2007