

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brahma Group, Inc.		02/14/2020	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	WHITE OAK GLOBAL ADVISORS, LLC, as Collateral Agent		
Street Address:	3 Embarcadero Center		
Internal Address:	5th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5057155	BRAHMA	
Registration Number:	5057154		
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	045346.000007		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	02/14/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of February 14, 2020, is entered into by Brahma Group, Inc., a Nevada corporation (the “**Grantor**”), in favor of White Oak Global Advisors, LLC, as Collateral Agent for the benefit of the Lending Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of February 14, 2020 (as amended, modified, supplemented, increased, extended, restated, refinanced and/or replaced from time to time, the “**Loan Agreement**”), by and among Terra Millennium Corporation, a Delaware corporation (“**TMC**”), the Subsidiaries of TMC party thereto (such Subsidiaries, together with TMC and any other Person(s) that at any time after the date thereof becomes a Borrower, the “**Borrowers**”; and each, a “**Borrower**”), TMC Mid-Co. Corp., a Delaware corporation (“**Parent**”; and together with any other Person(s) that at any time after the date thereof becomes a Guarantor, the “**Guarantors**”; and each, a “**Guarantor**”), the several entities from time to time party thereto as Lenders, the Administrative Agent, and the Collateral Agent, the Lenders have agreed to provide certain credit facilities to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to the Borrowers under the Loan Agreement, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Lending Parties, as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

The Grantor hereby grants, pledges and collaterally assigns a security interest in, and Lien on, to Collateral Agent, for the benefit of the Lending Parties, the following now owned or hereafter acquired by the Grantor (the “**Trademark Collateral**”):

1. all U.S. Trademark registrations and U.S. Trademark applications including, without limitation, those referred to on Schedule I hereto; and
2. all products and proceeds of any or all of the foregoing, including, without limitation, all rights to income, royalties, proceeds and damages now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding any of the foregoing, the Trademark Collateral shall not include any intent-to-use application for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing under Section 1(c) or Section 1(d) of the Lanham Act of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein prior to such filing would impair

the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark application under applicable federal law.


Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Loan Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

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

Very truly yours,
BRAHMA GROUP, INC., a Nevada corporation,
as Grantor

By: 
Name: Mark Hauber
Title: Chief Financial Officer

[Signature Pages Continue]

ACCEPTED AND AGREED
as of the date first above written:

WHITE OAK GLOBAL ADVISORS, LLC,
as Collateral Agent, for the benefit of the Lending Parties

By: 
Name: Barbara J. S. McKee
Title: Manager

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Brahma Group, Inc.
(Nevada Corporation)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
BRAHMA	5057155	10/11/2016
Design Only	5057154	10/11/2016