

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583711

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TERRA TECHNOLOGIES LLC		06/30/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	127 Public Square		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4513658	TERRA MOVE TM	
<b>Registration Number:</b>	4475007	TERRA CAP TC	
<b>Registration Number:</b>	4392654	TERRA MOVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>	614.281.3987		
<b>Email:</b>	bdepeder@jonesday.com, pcyngier@jonesday.com		
<b>Correspondent Name:</b>	Brittany A. (Fritsch) DePeder/Jones Day		
<b>Address Line 1:</b>	325 John H. McConnell Boulevard, Suite 6		
<b>Address Line 4:</b>	Columbus, OHIO 43215-2673		
<b>ATTORNEY DOCKET NUMBER:</b>	601755-185119		
<b>NAME OF SUBMITTER:</b>	BRITTANY A. (FRITSCH) DEPEDER		
<b>SIGNATURE:</b>	/BRITTANY A. (FRITSCH) DEPEDER/		
<b>DATE SIGNED:</b>	06/30/2020		
<b>Total Attachments: 5</b>			
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**CONFIRMATORY GRANT OF  
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Confirmatory Grant") is made effective as of June 30, 2020 by and from TERRA TECHNOLOGIES LLC, a Delaware limited liability company (the "Grantor"), to and in favor of KEYBANK NATIONAL ASSOCIATION (the "Grantee") for itself and as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below).

WHEREAS, Congruex Group LLC, a Delaware limited liability company ("Borrower"), Congruex Intermediate Parent LLC, a Delaware limited liability company ("Holdings"), certain subsidiaries of Holdings party thereto, the lenders party thereto, and KeyBank National Association, as Administrative Agent and Collateral Agent, have entered into the Credit and Guaranty Agreement, dated as of June 30, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Borrower, Holdings, and certain subsidiaries of Holdings have entered into the Pledge and Security Agreement, dated as of June 30, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, the Grantor owns certain Trademarks, including but not limited to those Trademarks listed on Exhibit A attached hereto, which listed Trademarks are pending or registered with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security 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 those set forth in the Pledge and Security Agreement and the other Credit Documents, all terms and provisions of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) **Definitions.** All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement or the Pledge and Security Agreement, as applicable.

2) **The Security Interest.**

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor. Upon the indefeasible payment in full in cash of all Secured Obligations (other than contingent indemnification obligations for which no claim has been asserted), the Grantee shall promptly, upon such satisfaction, execute, acknowledge and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks that are the subject of this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks constituting Collateral now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) **Pledge and Security Agreement.** The lien and security interest granted pursuant to this Confirmatory Grant is granted in conjunction with the lien and security interest granted to the Grantee pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the lien and security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Confirmatory Grant is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

4) **Recordation.** The Grantor authorizes and requests that the United States Commissioner for Trademarks and any other applicable government officer record this Confirmatory Grant.

5) **GOVERNING LAW.** THIS CONFIRMATORY GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6) **Counterparts.** This Confirmatory Grant and any amendments, waivers, consents or supplements hereto may be executed in counterparts and by different parties hereto on separate counterparts, each of which shall be an original, but all together one and the same instrument. Delivery of an executed signature page of this Confirmatory Grant by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

**TERRA TECHNOLOGIES LLC**

By: **CONGRUEX GROUP LLC**, its sole member

By: **CONGRUEX INTERMEDIATE  
PARENT LLC**, its sole member




By: \_\_\_\_\_

Name: William S. Beans, Jr.  
Title: Chief Executive Officer, President,  
Secretary and Treasurer

IN WITNESS WHEREOF, the Grantee has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

**KEYBANK NATIONAL ASSOCIATION**

By:   
Name: Sean P. MacIver  
Title: Vice President

CONFIRMATORY GRANT OF  
SECURITY INTEREST IN UNITED STATES TRADEMARKS  
EXHIBIT A - SCHEDULE OF TRADEMARKS



Mark	Registration Number	Application Number	Issue Date
TERRA MOVE TM (design) 	4,513,658	85/966,395	4/15/2014
TERRA CAP TC (design) 	4,475,007	85/966,301	1/28/2014
TERRA MOVE	4,392,654	85/129,370	8/27/2013

Exhibit A

NAI-1513531837v3

RECORDED: 06/30/2020

**TRADEMARK**  
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