

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quest Resource Management Group, LLC		08/05/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BBVA USA, as administrative agent and collateral agent		
Street Address:	8080 North Central Expressway, Suite 1500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	Banking Corporation: ALABAMA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4297649	QUEST	
Registration Number:	4297648	QUEST	
Registration Number:	4812102	Q SQUARED	
Registration Number:	4812103	Q SQUARED	
Registration Number:	5681480	GENEX	
Registration Number:	5681481		
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	6124926842		
Email:	IP.Docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	504003-00048		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		

OP \$165.00 4297649

DATE SIGNED:	08/13/2020
---------------------	------------

Total Attachments: 11

- source=Quest-BBVA IP Security Agreement - Execution Version#page1.tif
- source=Quest-BBVA IP Security Agreement - Execution Version#page2.tif
- source=Quest-BBVA IP Security Agreement - Execution Version#page3.tif
- source=Quest-BBVA IP Security Agreement - Execution Version#page4.tif
- source=Quest-BBVA IP Security Agreement - Execution Version#page5.tif
- source=Quest-BBVA IP Security Agreement - Execution Version#page6.tif
- source=Quest-BBVA IP Security Agreement - Execution Version#page7.tif
- source=Quest-BBVA IP Security Agreement - Execution Version#page8.tif
- source=Quest-BBVA IP Security Agreement - Execution Version#page9.tif
- source=Quest-BBVA IP Security Agreement - Execution Version#page10.tif
- source=Quest-BBVA IP Security Agreement - Execution Version#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 5, 2020 (as may be amended, restated, supplemented, or otherwise modified from time to time, this “**Agreement**”), is made by QUEST RESOURCE MANAGEMENT GROUP, LLC, a Delaware limited liability company (“**Quest**”), and each other Person signatory hereto as a “Grantor” (Quest, together with each other Person signatory hereto as a “Grantor” and any other Person that becomes a party hereto as a “Grantor” as provided herein, collectively, the “**Grantors**” and each, a “**Grantor**”), in favor of BBVA USA, an Alabama banking corporation, as administrative agent and as collateral agent (in each such capacity, “**Agent**”) for the Lenders (as defined below), as defined below.

WITNESSETH:

WHEREAS, pursuant to that certain Loan, Security and Guaranty Agreement, dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), by and among Quest and certain of its Affiliates, as Borrowers, the Loan Parties party thereto, Agent and the financial institutions party thereto from time to time as lenders (each a “**Lender**” and collectively, the “**Lenders**”), Agent and Lenders have agreed to make certain financial accommodations available to the Borrowers, and Quest and the other Grantors have granted a security interest to Agent, for the benefit of Lenders, in, among other things, all right, title and interest of Quest and each other Grantor in, to and under all Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations; and

WHEREAS, each Grantor has an ownership or license interest in, to and under the Intellectual Property listed on Schedule I hereto as applicable.

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Loan Agreement, each Grantor hereby agrees with Agent as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

(b) Definitions of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

“**Copyrights**” shall mean all of each Grantor’s (or if referring to another Person, such other Person’s) now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing.

“**Copyright Licenses**” shall mean all written agreements naming any Grantor as licensor or licensee, granting any right under any Copyright, including the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright (other than agreements relating to widely-available software subject to “shrink-wrap” or “click-through” software licenses).

“**Loan Agreement**” shall have the meaning assigned to such term in the recitals of this Agreement.

“**Intellectual Property**” shall mean all present and future: trade secrets, know-how and other proprietary information; Trademarks, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing) indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; Copyrights (including Copyrights for computer programs, but excluding commercially available off-the-shelf software and any Intellectual Property rights relating thereto) and all tangible and intangible property embodying the Copyrights, unpatented inventions (whether or not patentable); Patents; mask works industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom, books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“**IP Collateral**” shall have the meaning assigned to such term in Section 2 hereof.

“**Licenses**” shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

“**Patents**” shall mean all of each Grantor’s (or if referring to another Person, such other Person’s) now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or in any other country or multi-jurisdictional patent office or agency, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, reexaminations, extensions and continuations-in-part of any of the foregoing.

“**Patent Licenses**” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, develop, market, use or sell any products derived, in whole or in part, from any invention covered by a Patent or any similar agreement related to any other use of any invention covered by a Patent.

“**Trademarks**” shall mean all of each Grantor’s (or if referring to another Person, such other Person’s) now existing or hereafter acquired right, title, and interest in and to: (i) all of each Grantor’s (or if referring to another Person, such other Person’s) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and the goodwill of the business relating thereto; (ii) all renewals thereof; and (iii) all designs and general intangibles of a like nature.

“**Trademark Licenses**” shall mean, collectively, each agreement, whether written or

oral, providing for the grant by or to any Grantor of any right to use any Trademark.

(c) **Other Definitional Provisions.**

(i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, each Grantor hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Loan Agreement, does hereby grant) to Agent, for the benefit of Lenders, a lien and security interest in such Grantor’s entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by such Grantor, and including, without limitation, such Grantor’s right, title and interest in and to the Intellectual Property and proprietary rights identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of such Grantor’s business connected with and symbolized by such Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the “IP Collateral”); provided, that the IP Collateral shall not include the Excluded Property (as defined in the Loan Agreement).
3. **Protection of Intellectual Property by Grantor.** Each Grantor shall, at its sole cost, expense and risk, in connection with the operation of its business, comply with the requirements set forth in Section 8.1.14 of the Loan Agreement in respect to the Intellectual Property.
4. **Representations and Warranties.** Each Grantor represents and warrants that:
 - (a) Schedule I is a true, correct and complete list of all registered or applied-for Intellectual Property in which such Grantor purports to have an ownership or license interest.
 - (b) Such Grantor has the legal right and authority to enter into this Agreement and perform its terms.
 - (c) If such Grantor amends its name, such Grantor shall provide copies of such amendment documentation to Agent and shall re-register such Grantor’s Intellectual Property with the appropriate Governmental Authority and shall execute and deliver such agreements or documentation as Agent shall request to maintain a perfected first priority security interest in the IP Collateral subject to Permitted Liens.
5. **No Violation of Loan Agreement.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the other Loan Documents, and shall not be deemed to modify any such representation, warranty or covenant contained in any other Loan Document.

6. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 2 above, all of which shall be deemed to be and treated as "IP Collateral" within the meaning of this Agreement.

(b) Upon the request of Agent, each Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Agent may reasonably request to evidence Agent's security interest in any IP Collateral and the goodwill of any Grantor relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office, United States Copyright Office, or any similar office), and any Grantor hereby constitutes Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; provided, however, that Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. Grantors' Rights to Enforce Intellectual Property. Prior to Agent's giving of notice to Grantors following the occurrence and during the continuance of an Event of Default, Grantors shall have the exclusive right to sue for past, present and future infringement of the IP Collateral, including the right to seek injunctions and/or money damages, in an effort by Grantors to protect the IP Collateral against encroachment by third parties, provided, however, that:

(a) Any money damages awarded or received by Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(b) Any damages recovered in any action pursuant to this Section, net of costs and attorneys' fees reasonably incurred, shall be applied in accordance with the Loan Agreement.

(c) Following the occurrence and during the continuance of any Event of Default, Agent, by notice to any Grantor may terminate or limit such Grantor's rights under this Section 7.

8. Agent's Actions to Protect Intellectual Property. Pursuant to and in accordance with the Loan Agreement, Agent, acting in its own name or in that of any Grantor, may (but shall not be required to) act in such Grantor's place and stead and/or in Agent's own right with respect to the rights and obligations of such Grantor under Section 3, Section 6 and Section 7 hereof.

9. Rights Upon Default. Upon the occurrence and during the continuance of any Event of Default, Agent may exercise all rights and remedies as provided for in the Loan Agreement.

10. Agent as Attorney In Fact.

(a) Each Grantor hereby irrevocably constitutes and designates Agent as its attorney-in-fact to:

(i) Following the occurrence and during the continuance of an Event of Default, supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of such Grantor.

(ii) Exercise any of the rights and powers referenced herein in accordance with this Agreement.

- (b) The grant of a power of attorney, being coupled with an interest, shall be irrevocable until the Obligations are paid in full.
- (c) Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 8, Section 9 or Section 10 of this Agreement, but if Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act, except to the extent Agent acted with gross negligence or willful misconduct as determined by a court of competent jurisdiction.
11. **Agent's Rights**. Upon an Event of Default and during the continuance thereof, any use by Agent of the IP Collateral, as authorized hereunder in connection with the exercise of Agent's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.
12. **No Limitation: Loan Documents**. This Agreement has been executed and delivered by each Grantor for the purpose of recording the security interest granted to Agent with respect to the IP Collateral with the United States Patent and Trademark Office, the United States Copyright Office, as well as with any similar office or department of any other foreign or domestic Governmental Authority. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent, for the benefit of Lender, under the Loan Agreement and the other Loan Documents. The other Loan Documents (and all rights and remedies of Grantor, Agent, and Lenders thereunder) shall remain in full force and effect in accordance with their terms.
13. **Termination: Release of IP Collateral**. This Agreement and all obligations of each Grantor and Agent hereunder shall terminate on the date upon which the Obligations are performed in full and paid in full. Upon termination of this Agreement, Agent shall, at the expense of the Grantor, take such actions required by the Loan Agreement or as otherwise reasonably requested by Grantor to release its security interest in the IP Collateral.
14. **Binding Effect: Benefits**. This Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of Agent, Lenders and their respective successors and assigns.
15. **GOVERNING LAW**. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.
16. **Execution in Counterparts**. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any executed counterpart of this Agreement

delivered by fax or as a PDF file contained in an e-mail transmission to the other parties hereto shall constitute an original counterpart of this Agreement.

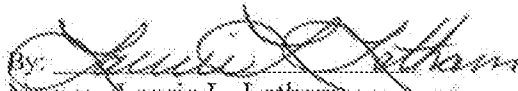
17. **Copy of Agreement.** Each Grantor acknowledges receipt of a signed copy of this Agreement.

[Remainder of page intentionally blank; signature page follows.]

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

GRANTORS:

QUEST RESOURCE MANAGEMENT
GROUP, LLC, a Delaware limited
liability company

By: 

Name: Laurie L. Latham

Title: Chief Financial Officer, Secretary,
and Treasurer

AGENT:

BBVA (USA)

By: 

Name: Todd Hardy

Title: Executive Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Schedule I

Trademarks

Borrower	Trademark	Number	Date	Jurisdiction
Quest Resource Management Group, LLC	QUEST	4,297,649	March 5, 2013	United States
Quest Resource Management Group, LLC	QUEST and Design	4,297,648	March 5, 2013	United States
Quest Resource Management Group, LLC	Q SQUARED	4,812,102	September 15, 2015	United States
Quest Resource Management Group, LLC	Q SQUARED and Design	4,812,103	September 15, 2015	United States
Quest Resource Management Group, LLC	Genex Name (WWF & AF)	5,681,480,	August 21, 2017	United States
Quest Resource Management Group, LLC	Genex X Logo	5,681,481,	August 21, 2017	United States
Quest Resource Management Group, LLC	Genex Name (WWF & AF)	TMA1069819	December 21, 2017	Canada
Quest Resource Management Group, LLC	Genex X Logo	1,874,358	December 21, 2017	Canada

Patents

Borrower	Patent Name	Number	Date	Inventors	Jurisdiction
Quest Resource Management Group, LLC (f/k/a Quest Recycling Services, LLC)	Preparing vehicular material for recycling	7,617,999	November 17, 2009	Jeffrey D. Forte; Brian S. Dick	United States

Service Marks

None.

Trade Names

None.

Copyrights

None.

Licenses & Permits

Borrower	Description of License Agreement or Permit
Quest Resource Management Group, LLC	NYC Business Integrity Commission CL2 – Broker License

Domain Names

Borrower	Domain Name
Quest Resource Management Group, LLC	EARTH-MARKETPLACE.COM.com EARTH911-MARKETPLACE.COM.com EARTH911MARKETPLACE.COM.com ECOSHOW2013.COM.com GREENERGARAGE.COM.com GREENERRESTAURANT.COM.com GREENYOURDEALERSHIP.COM.com LANDFILLDIVERSION.COM.com LANDFILLDIVERSION.NET.net LANDFILLDIVERSION.ORG.org LANDFILLDIVERSIONINNOVATIONS.COM.com LANDFILLDIVERSIONS.COM.com LANDFILLDIVERSIONS.ORG.org QHOLDINGSCORP.COM.com QRHC.COM.com QUESTAUTOMOTIVEMANAGMENT.COM.com QUESTCONSULTINGMANAGEMENT.COM.com QUESTELECTRONICMANAGEMENT.COM.com QUESTENGS.COM.com QUESTEWASTEMANAGEMENT.COM.com QUESTFLEETMANAGEMENT.COM.com QUESTFOODSERVICESMANAGEMENT.COM.com QUESTHAZARDOUSMANAGEMENT.COM.com QUESTHEALTHCAREMANAGEMENT.COM.com QUESTHOLDINGCORP.COM.com QUESTHOLDINGSCORP.COM.com QUESTHOSPITALITYMANAGEMENT.COM.com QUESTINDUSTRIALMANAGEMENT.COM.com QUESTINTEGRATEDSERVICES.COM.com QUESTMANUFACTURINGMANAGEMENT.COM.com QUESTMUNICIPALITYMANAGEMENT.COM.com QUESTMUNICIPALMANAGEMENT.COM.com QUESTPROFESSIONALSERVICES.COM.com QUESTRECYCLING.CO.co QUESTRECYCLING.COM.com QUESTRECYCLING.NET.net QUESTRECYCLING.ORG.org

	QUESTRMG.COM.com QUESTSCE.COM.com QUESTSUSTAINABILITY.COM.com QUESTSUSTAINABILITYMANAGEMENT.COM.com QUESTSUSTAINABLEMANAGEMENT.COM .com R3MSERVICES.COM.com RECYCLECITY.COM.com REDUCEREUSERECYCLEMANAGE.COM.com RESPONSIBLETIRERECYCLING.COM.com SUPERTRUCKRECYCLING.COM.com ZEROWASTENIGHT.COM.com ZEROWASTENIGHT.ORG.org
--	--