

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM613193

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900575503

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quest Resource Holding Corporation		10/19/2020	Corporation: DELAWARE
Quest Resource Management Group, LLC		10/19/2020	Limited Liability Company: DELAWARE
YOUCHANGE, INC.		10/19/2020	Corporation: ARIZONA

## RECEIVING PARTY DATA

<b>Name:</b>	Monroe Capital Management Advisors, LLC, as Administrative Agent
<b>Street Address:</b>	c/o Monroe Capital LLC 311 South Wacker Drive
<b>Internal Address:</b>	Suite 6400
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Registration Number:</b>	4568040	Q
<b>Registration Number:</b>	4568039	TO CHALLENGE, MANAGE & INFORM
<b>Registration Number:</b>	5681481	
<b>Registration Number:</b>	5681480	GENEX
<b>Registration Number:</b>	4812103	Q SQUARED
<b>Registration Number:</b>	4812102	Q SQUARED
<b>Registration Number:</b>	4297649	QUEST
<b>Registration Number:</b>	4297648	QUEST
<b>Registration Number:</b>	4035962	YOUCHANGE

## CORRESPONDENCE DATA

Fax Number:

*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.*

Phone: 4045723401

TRADEMARK

<b>Email:</b>	ssheesley@kslaw.com
<b>Correspondent Name:</b>	Steven Sheesley
<b>Address Line 1:</b>	1180 Peachtree Street NE
<b>Address Line 2:</b>	King & Spalding LLP
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	23772.515009
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<b>NAME OF SUBMITTER:</b>	Steven Sheesley
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<b>SIGNATURE:</b>	//Steven Sheesley//
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<b>DATE SIGNED:</b>	12/08/2020
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**Total Attachments: 10**

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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (each, a “Grantor”) for the benefit of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of October 19, 2020, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit

Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

"Trademarks" means (a) all trademarks, trade names, corporate names, each Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

QUEST RESOURCE HOLDING  
CORPORATION, a Delaware corporation,  
as a Grantor

By:   
Name: Laurie L. Latham  
Title: Senior Vice President, Chief Financial  
Officer, Secretary, and Treasurer

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

By:   
Name: Laurie L. Latham  
Title: Chief Financial Officer, Secretary, and  
Treasurer

YOUCHANGE, INC., an Arizona corporation,  
as a Grantor

By:   
Name: Laurie L. Latham  
Title: Chief Financial Officer, Secretary, and  
Treasurer

Acknowledged:

MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC, as Administrative Agent

By: Alex Parmacek

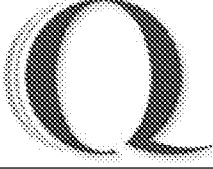
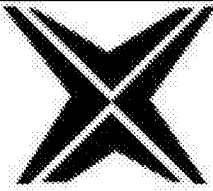

Name: Alex Parmacek




Title: Vice President

SCHEDULE 1

**TRADEMARK COLLATERAL**

**Trademarks**

Trademark	Grantor	Trademark Serial Number	Trademark Registration Number	Date of Application	Date of Registration
	Quest Resource Holding Corporation	86138954	4568040	12/09/2013	07/15/2014
TO CHALLENGE, MANAGE & INFORM	Quest Resource Holding Corporation	86138951	4568039	12/09/2013	07/15/2014
	Quest Resource Management Group, LLC	87577635	5681481	08/21/2017	02/19/2019
GENEX	Quest Resource Management Group, LLC	87577630	5681480	08/21/2017	02/19/2019
Genex Name ( WWF & AF)	Quest Resource Management Group, LLC	1874352	TMA1069819	12/21/2017	01/16/2020
Genex X Logo	Quest Resource Management Group, LLC	1874358	TMA1074101	12/21/2017	03/03/2020
	Quest Resource Management Group, LLC	86527367	4812103	02/06/2015	09/15/2015
Q SQUARED	Quest Resource Management Group, LLC	86527362	4812102	02/06/2015	09/15/2015

Trademark	Grantor	Trademark Serial Number	Trademark Registration Number	Date of Application	Date of Registration
	Quest Resource Management Group, LLC	85638866	4297649	05/30/2012	03/05/2013
	Quest Resource Management Group, LLC	85638857	4297648	05/30/2012	03/05/2013
	YouChange, Inc.	85076545	4035962	07/01/2010	10/04/2011

#### Service Marks

None.

#### Trade Names

Grantor	Trade Name
Quest Resource Management Group, LLC	Green Remedies Waste and Recycling

#### Licenses & Permits

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

#### Domain Names

Grantor	Domain Name
Quest Resource Management Group, LLC	bottlebybottle.us containersanddumpsters.com dmpstr.com dumpsterforme.com ECOSHOW2013.COM erasefoodwaste.com erasefoodwaste.info erasefoodwaste.net erasefoodwaste.org eraseplasticwaste.com

Grantor	Domain Name
	eraseplasticwaste.info eraseplasticwaste.net eraseplasticwaste.org GREENERGARAGE.COM GREENERRESTAURANT.COM GREENYOURDEALERSHIP.COM LANDFILLDIVERSION.COM LANDFILLDIVERSION.NET LANDFILLDIVERSION.ORG LANDFILLDIVERSIONINNOVATIONS.COM LANDFILLDIVERSIONS.COM LANDFILLDIVERSIONS.ORG qdump.com QRHC.COM QUESTAUTOMOTIVEMANAGMENT.COM QUESTCONSULTINGMANAGEMENT.COM QUESTELECTRONICMANAGEMENT.COM QUESTENG.S.COM QUESTEWASTEMANAGEMENT.COM QUESTFLEETMANAGEMENT.COM QUESTFOODSERVICESMANAGEMENT.COM QUESTHAZARDOUSMANAGEMENT.COM QUESTHEALTHCAREMANAGEMENT.COM QUESTHOLDINGCORP.COM QUESTHOLDINGSCORP.COM QUESTHOSPITALITYMANAGEMENT.COM QUESTINDUSTRIALMANAGEMENT.COM QUESTINTEGRATEDSERVICES.COM QUESTMANUFACTURINGMANAGEMENT.COM QUESTMUNICIPALITYMANAGEMENT.COM QUESTMUNICIPALMANAGEMENT.COM QUESTPROFESSIONALSERVICES.COM QUESTRECYCLING.CO QUESTRECYCLING.COM QUESTRECYCLING.NET QUESTRECYCLING.ORG QUESTRESOURCEMANAGEMENTGROUP.COM questrmg.co.in QUESTRMG.COM questrmg.com.tw questrmg.in questrmg.tw QUESTSCE.COM QUESTSUSTAINABILITY.COM QUESTSUSTAINABILITYMANAGEMENT.COM

Grantor	Domain Name
	QUESTSUSTAINABLEMANAGEMENT.COM
	questtocircularity.com
	questvanguard.com
	questvertigent.com
	re-ond.com
	re-ond.net
	re-ond.org
	re-yond.net
	re-yond.org
	recreation411.net
	recreation411.org
	recycle.me
	RECYCLECITY.COM
	recycleid.com
	recycleid.org
	recyclescan.us
	recycletag.com
	recycletag.net
	recycletoss.com
	REDUCEREUSERECYCLEMANAGE.COM
	reeond.com
	reeond.net
	reeond.org
	reiond.com
	reiond.net
	reiond.org
	reond.net
	reond.org
	RESPONSIBLETIRERECYCLING.COM
	reyond.com
	reyond.net
	reyond.org
	scanrecycle.com
	scanrecycle.net
	scanrecycle.org
	signalgreen.com
	SUPERTRUCKRECYCLING.COM
	thegreenergarage.com
	trashtoss.com
	youdispose.com
	ZEROWASTENIGHT.COM
	ZEROWASTENIGHT.ORG
	greenremedieswaste.com