

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM657660

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BINKLEY & HURST, LP		06/30/2021	Limited Partnership: PENNSYLVANIA
B & H CARRIERS, LP		06/30/2021	Limited Partnership: PENNSYLVANIA
B & H BROTHERS, LLC		06/30/2021	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIRST NATIONAL BANK OF PENNSYLVANIA		
<b>Street Address:</b>	One North Shore Center		
<b>Internal Address:</b>	12 Federal Street, Suite 500		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15212		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85497641	KOMPOST KING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158648999		
<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>	215.864.8352		
<b>Email:</b>	shorem@ballardspahr.com		
<b>Correspondent Name:</b>	Michael Shore		
<b>Address Line 1:</b>	Ballard Spahr LLP		
<b>Address Line 2:</b>	1735 Market Street, 51st Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-7599		
<b>NAME OF SUBMITTER:</b>	Michael S. Shore		
<b>SIGNATURE:</b>	/Michael S. Shore/		
<b>DATE SIGNED:</b>	07/02/2021		

CH \$40.00 85497641

**Total Attachments: 7**

source=Security Agreement#page1.tif

source=Security Agreement#page2.tif

source=Security Agreement#page3.tif

source=Security Agreement#page4.tif

source=Security Agreement#page5.tif

source=Security Agreement#page6.tif

source=Security Agreement#page7.tif

## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of June 30, 2021 is made by and among **BINKLEY & HURST, LP**, a Pennsylvania limited partnership (“**B&H**”), **B & H CARRIERS, LP**, a Pennsylvania limited partnership (“**Carriers**”), **B & H BROTHERS, LLC**, a Pennsylvania limited liability company (“**Brothers**”, and together with B&H and Carriers, collectively the “**Grantors**,” and each, a “**Grantor**”) in favor of **FIRST NATIONAL BANK OF PENNSYLVANIA** (the “**Lender**”).

WHEREAS, the Grantors have entered into a Credit Agreement dated as of the date hereof (the “**Loan Agreement**”), with the Lender.

WHEREAS, as a condition precedent to the making of the loans by the Lender under the Loan Agreement, each Grantor has executed and delivered to the Lender that certain Security Agreement dated as of the date hereof (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Lender a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the “**IP Collateral**” to secured the Secured Obligations (as defined in the Security Agreement):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Lender/Collateral Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement, any claim arising from or relating to this Agreement, or any statement, course of conduct, act, omission, or event occurring in connection herewith (whether for breach of contract, tort or any other theory of liability) shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its choice of law principles.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WITNESS/ATTEST:

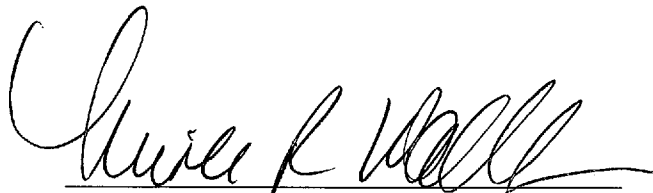
BINKLEY & HURST, LP



By: B & H Brothers, LLC, its sole general partner

By: Donald L. Hoover  
Name: Donald L. Hoover  
Title: Manager

B & H CARRIERS, LP



By: B & H Brothers, LLC, its sole general partner

By: Donald L. Hoover  
Name: Donald L. Hoover  
Title: Manager

B & H BROTHERS, LLC



By: Donald L. Hoover  
Name: Donald L. Hoover  
Title: Manager

AGREED TO AND ACCEPTED:

FIRST NATIONAL BANK OF  
PENNSYLVANIA

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

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WITNESS/ATTEST:

**BINKLEY & HURST, LP**

By: B & H Brothers, LLC, its sole general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**B & H CARRIERS, LP**

By: B & H Brothers, LLC, its sole general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**B & H BROTHERS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AGREED TO AND ACCEPTED:

**FIRST NATIONAL BANK OF  
PENNSYLVANIA**

By: Brandon Schmoyer  
Name: Brandon Schmoyer  
Title: Senior Vice President

## **SCHEDULES**

### **Schedule 1**

### **PATENTS**

#### **Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Record Owner</b>
Poultry Litter Composting Apparatus	US	8,740,117	June 3, 2014	Binkley & Hurst, LP

**Schedule 2**

**TRADEMARKS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Record Owner</b>
Kompost King (Character Mark)	U.S.	85497641	August 14, 2012	Binkley & Hurst, LP

**Trademark Applications**

None.



**Schedule 3**  
**COPYRIGHTS**

**Copyright Registrations**

None.

**Copyright Applications**

None.