

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREEN CEMENT INC.		02/10/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UMB BANK, N.A.		
Street Address:	5910 N. Central Expressway, Suite 1900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5298213	POZZOSOIL	
Registration Number:	4285284	POZZOSLAG	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1597089 1L TM E		
NAME OF SUBMITTER:	Sandy Lee		
SIGNATURE:	/Sandy Lee/		
DATE SIGNED:	02/10/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 10, 2022 (as amended, restated, supplemented and/or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by GREEN CEMENT INC., a Delaware corporation (the “**Grantor**”), in favor of UMB Bank, N.A., as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to a Security Agreement, dated as of February 10, 2022 (as amended, restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”) between the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them (including by reference) in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

The Grantor, as security for the payment and performance in full of the Obligations in respect to the Notes of the Grantor (including, if the Grantor is a Subsidiary Guarantor, the Obligations in respect to the Notes of the Grantor arising under the Guaranty), hereby pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title or interest of the Grantor in or to any and all of the following assets and properties now owned or at any time hereafter owned by such (collectively, the “**Trademark Collateral**”):

(i) all United States trademark and service mark registrations and applications, including the United States trademark and service mark registrations and applications listed in Schedule A hereto, and all renewals thereof, together with the goodwill of the business connected with the use of and symbolized by any of the foregoing,

(ii) the right to sue at law or in equity and recover for any past, present or future infringement or other violation thereof,

and

(iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, this Trademark Security Agreement shall not constitute a grant of a security interest in (nor shall any pledge, grant or Security Interest attach to) any intent-to-use trademark or service mark application filed in the USPTO pursuant to 15 U.S.C. §1051(b) unless and until a “Statement of Use” or “Amendment to Allege Use” with respect thereto is filed pursuant to 15 U.S.C. § 1051(d) or 15 U.S.C. § 1051(c), and accepted by the USPTO, to the extent that the grant of a security interest therein would impair the validity

or enforceability of such intent-to-use trademark or service mark application (or any registration that issues therefrom) under, or would otherwise violate, applicable federal law (collectively, "Excluded Trademarks"), and (ii) the Trademark Collateral shall not include any Excluded Trademarks.

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 for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights, protections, powers, immunities, indemnities and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby shall be afforded to it as Collateral Agent under the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be automatically released upon the termination of the Notes and the payment in full of all Obligations in respect to the Notes (other than in respect of contingent indemnification obligations not yet due and owing).

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

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.

GREEN CEMENT INC.

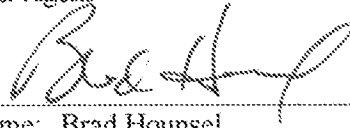
By:  _____

Name: Grant Quasha

Title: Chief Executive Officer

UMB BANK, N.A.,
as Collateral Agent

By:



Name: Brad Hounsel

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007630 FRAME: 0819

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial Number Filing Date	Registration Number Registration Date	Owner
POZZOSOIL	87259167 12/6/2016	5298213 9/26/2017	Green Cement Inc.
POZZOSLAG	85597197 4/13/2012	4285284 2/5/2013	Green Cement Inc.