

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM725502

<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>
Terra Technologies LLC		05/03/2022	Limited Liability Company: DELAWARE
True North Management Services, LLC		05/03/2022	Limited Liability Company: MISSOURI
<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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4392654	TERRA MOVE	
<b>Registration Number:</b>	3748252	TRUE NORTH MANAGEMENT SERVICES, LLC N	
<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>	216-586-3939		
<b>Email:</b>	lgoode@jonesday.com, mmisitigh@jonesday.com, jsamblanet@jonesday.com, sgazdag@jonesday.com		
<b>Correspondent Name:</b>	Lucas E. Goode		
<b>Address Line 1:</b>	North Point		
<b>Address Line 2:</b>	901 Lakeside Avenue		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-1163		
<b>NAME OF SUBMITTER:</b>	Melanie H. Misitigh		
<b>SIGNATURE:</b>	/Melanie H. Misitigh/		
<b>DATE SIGNED:</b>	05/03/2022		
<b>Total Attachments: 5</b>			

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## Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of May 3, 2022 (this “**Agreement**”), among TERRA TECHNOLOGIES LLC, a Delaware limited liability company and TRUE NORTH MANAGEMENT SERVICES, LLC, a Missouri limited liability company (each, a “**Grantor**”) and KEYBANK NATIONAL ASSOCIATION, as Collateral Agent.

WHEREAS, Congruex Group LLC, a Delaware limited liability company (the “**Borrower**”), Congruex Intermediate III LLC, a Delaware limited liability company (“**Holdings**”), the Lenders party thereto, KeyBank National Association, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”), Collateral Agent and LC Issuer, and the other parties from time to time party thereto have entered into the Credit Agreement dated as of May 3, 2022 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit and the LC Issuer has agreed to issue Letters of Credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, each Grantor executed that Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of May 3, 2022, among the Borrower, Holdings, the other Subsidiary Parties named therein and KeyBank National Association, as Collateral Agent (together with its successors and assigns, the “**Collateral Agent**”) pursuant to which each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings

thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the “USPTO”) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, and (ii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Release of Security Interest. Upon payment in full of all Obligations, the Collateral Agent shall execute and deliver to each Grantor all documents and instruments, make all necessary filings and take all other actions reasonably requested by the such Grantor to evidence and record the release of the lien and security interest in the Trademark Collateral which has been granted hereunder and under the Security Agreement.

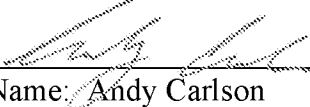
SECTION 6. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES.

SECTION 7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


**TERRA TECHNOLOGIES LLC,  
as a Grantor**

By:   
Name: Andy Carlson  
Title: Chief Financial Officer

**TRUE NORTH MANAGEMENT SERVICES,  
LLC,  
as a Grantor**

By:   
Name: Andy Carlson  
Title: Chief Financial Officer

**KEYBANK NATIONAL ASSOCIATION,  
as Collateral Agent**


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

Name: Sean P. MacIver

Title: Director

Schedule I

United States Trademarks and Trademark Applications

<b><u>Mark</u></b>	<b><u>Record Owner</u></b>	<b><u>Reg. No.</u></b>	<b><u>App. No.</u></b>
TERRA MOVE	Terra Technologies LLC	4,392,654	85/129,370
True North Management Services, LLC (design) 	True North Management Services, LLC	3,748,252	77/553,129