

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Techniblend, LLC		05/12/2022	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (successor to US BANK, NATIONAL ASSOCIATION), as Collateral Agent		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3842161	TECHNIBLEND	
Registration Number:	5074585	PROBREW	
Registration Number:	4950639	PROCARB	
Serial Number:	88645019	ALCHEMATOR	
Serial Number:	97153326	PROBLEND	
Serial Number:	97153335	PROFILL	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	30045.98102		
NAME OF SUBMITTER:	Javier J. Ramos		

CH \$165.00 3842161

SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	05/27/2022
Total Attachments: 5 source=Pro Mach 2L TMSA (Executed)#page1.tif source=Pro Mach 2L TMSA (Executed)#page2.tif source=Pro Mach 2L TMSA (Executed)#page3.tif source=Pro Mach 2L TMSA (Executed)#page4.tif source=Pro Mach 2L TMSA (Executed)#page5.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of May 12, 2022 is made by Techniblend, LLC, a Wisconsin limited liability company (the “**Grantor**”), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (successor to US BANK, NATIONAL ASSOCIATION), as the Collateral Agent.

WHEREAS, the Grantor is party to that certain Amended and Restated Second Lien Security Agreement, dated as of August 31, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent;

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office; and

WHEREAS, U.S. Bank Trust Company, National Association acknowledges that it has succeeded U.S. Bank National Association as Trustee and Collateral Agent.

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

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor did and hereby does grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks constituting Registered IP Collateral and set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof or symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith, and (d) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “**Trademark Collateral**”); provided that “Trademark Collateral” shall not include, and the Security Interest shall not attach to, any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 13.14 of the Indenture is incorporated by reference herein, mutatis mutandis.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and 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 incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 6. Governing Law. Sections 7.08 and 7.09 of the Security Agreement are incorporated by reference herein, mutatis mutandis.

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE APPLICABLE INTERCREDITOR AGREEMENTS. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH APPLICABLE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

TECHNIBLEND, LLC

DocuSigned by:

Andrew W. Moeder

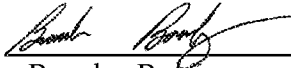
By: _____

Name: Andrew W. Moeder

Title: Vice President, Treasurer and Secretary

Accepted and Agreed:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Collateral Agent

By: 
Name: Brandon Bonfig
Title: Vice President

SCHEDULE A

<u>New Grantor</u>	<u>Mark</u>	<u>Registration Number / Application Number</u>	<u>Registration Date</u>	<u>Status</u>
TechniBlend, Inc.	TECHNIBLEND	3,842,161	8/21/2010	Registered
TechniBlend, Inc.	PROBREW	5,074,585	11/1/2016	Registered
TechniBlend, Inc.	PROCARB	4,950,639	5/3/2016	Registered
TechniBlend, Inc.	ALCHEMATOR	88/645,019	-	Application Pending (ITU)
TechniBlend, Inc.	PROBLEND	97/153,326	-	Application Pending (ITU)
TechniBlend, Inc.	PROFILL	97/153,335	-	Application Pending

Schedule A-1
to Second Lien Trademark Security Agreement