

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM777599

<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>
GREEN COMPASS, LLC	FORMERLY Green Compass, Inc.	12/30/2022	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIRST CAROLINA BANK		
<b>Street Address:</b>	171 N Winstead Ave		
<b>City:</b>	Rocky Mount		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27804		
<b>Entity Type:</b>	Chartered Bank: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6201814	GREEN COMPASS	
<b>Registration Number:</b>	6201813	GREEN COMPASS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9196530435		
<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>	9196537808		
<b>Email:</b>	eyork@nexsenpruet.com		
<b>Correspondent Name:</b>	Nexsen Pruet, PLLC		
<b>Address Line 1:</b>	4141 Parklake Avenue		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27612		
<b>ATTORNEY DOCKET NUMBER:</b>	066080-00003		
<b>NAME OF SUBMITTER:</b>	Amy B. Mull		
<b>SIGNATURE:</b>	/Amy B. Mull/		
<b>DATE SIGNED:</b>	12/30/2022		
<b>Total Attachments: 5</b>			
source=FCB-Green Compass - Signed Trademark Security Agreement#page1.tif			
source=FCB-Green Compass - Signed Trademark Security Agreement#page2.tif			

CH \$65.00 6201814

source=FCB-Green Compass - Signed Trademark Security Agreement#page3.tif  
source=FCB-Green Compass - Signed Trademark Security Agreement#page4.tif  
source=FCB-Green Compass - Signed Trademark Security Agreement#page5.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2022 (as amended, restated, supplemented or otherwise modified, this “Agreement”), by and among **GREEN COMPASS, LLC**, a North Carolina limited liability company, formerly known as **Green Compass, Inc.** (“Grantor”) and **FIRST CAROLINA BANK**, as Lender (in such capacity, the “Lender”).

Reference is made to (a) the Term Loan Agreement, dated on or about the date hereof, by and among Grantor, **GREEN COMPASS HOLDINGS, LLC**, and **GREEN COMPASS INTERMEDIATE, LLC**, both Delaware limited liability companies (together with Grantor hereinafter referred to individually and collectively as the “Borrower”) and Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Agreement”), (b) the Revolving Loan Agreement, dated on or about the date hereof, between Borrower and Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Revolving Loan Agreement”), and together with the Term Loan Agreement, the “Loan Agreements”), and (c) the Commercial Security Agreement, dated on or about the date hereof, by and among the Borrower and the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Loan Agreements, and Borrower secured its obligations pursuant to the Security Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Loan Agreements.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the secured obligations, the Borrower, pursuant to the Security Agreement, did and hereby does grant to the Lender (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in the Borrower’s right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (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, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL’s), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and 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, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the “Trademarks”),

- (b) all reissues, continuations, extensions and renewals thereof and amendments thereto,
- (c) all goodwill associated therewith or symbolized by any of the foregoing,
- (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and
- (e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3     Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Lender 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.

4     Counterparts. This 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 of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5.     Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

*[Signature page follows]*

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

**GRANTOR:**

**GREEN COMPASS, LLC,**  
a North Carolina limited liability company  
formerly known as Green Compass, Inc.

By:   
Name: R. Sterling Cook  
Title: President and Chief Executive Officer

**LENDER:**

**FIRST CAROLINA BANK**

By: \_\_\_\_\_  
Name: David Rizzo  
Title: Market Executive

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

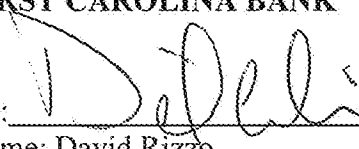
**GRANTOR:**

**GREEN COMPASS, LLC,**  
a North Carolina limited liability company  
formerly known as Green Compass, Inc.

By: \_\_\_\_\_  
Name: R. Sterling Cook  
Title: President and Chief Executive Officer

**LENDER:**

**FIRST CAROLINA BANK**

By:  \_\_\_\_\_  
Name: David Rizzo  
Title: Market Executive

SCHEDULE I

TRADEMARKS

**US Trademark Registrations**

Mark	Reg. No	Owner
GREEN COMPASS	6,201,814	Green Compass, Inc.
GREEN COMPASS	6,201,813	Green Compass, Inc.