

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM806231

<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>
HUMIC GROWTH SOLUTIONS, LLC		04/25/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	150 Fayetteville Street, 6th Floor		
<b>Internal Address:</b>	MAC D0182-063		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27601		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6792974	FUL-GROW GOLD	
<b>Registration Number:</b>	6176958	HUMI[K] LIQUID	
<b>Registration Number:</b>	6176957	HUMI[K] WSP	
<b>Registration Number:</b>	6176956	HUMI[K] WSG	
<b>Registration Number:</b>	6185800	DIAMOND GROW SM-10 LIQUID CARBON	
<b>Registration Number:</b>	6009105	HUMI[K] BIO	
<b>Registration Number:</b>	5210072	UREA-MATE	
<b>Registration Number:</b>	4765972	HUMIC SOLUTIONIZER	
<b>Serial Number:</b>	97495695	CARBON-10	
<b>Serial Number:</b>	97495338	CARBON-10	
<b>Serial Number:</b>	97486112	HUMI[K]	
<b>Serial Number:</b>	97486075	HUMIK	
<b>Serial Number:</b>	97479763	DIAMOND GROW	
<b>Serial Number:</b>	97742762	HGS BIOSCIENCE	
<b>Serial Number:</b>	88689516	FULVINOID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			

OP \$390.00 6792974

**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.**

**Email:** laura.o'brien@hklaw.com  
**Correspondent Name:** Holland & Knight LLP  
**Address Line 1:** 10 St. James Ave.  
**Address Line 2:** 11th Floor  
**Address Line 4:** Boston, MASSACHUSETTS 02116

**ATTORNEY DOCKET NUMBER:** 580120.01844

**NAME OF SUBMITTER:** Laura O'Brien

**SIGNATURE:** /Laura O'Brien/

**DATE SIGNED:** 04/26/2023

**Total Attachments: 6**

source=[HGS] Trademark Security Agreement - EXECUTED#page1.tif  
source=[HGS] Trademark Security Agreement - EXECUTED#page2.tif  
source=[HGS] Trademark Security Agreement - EXECUTED#page3.tif  
source=[HGS] Trademark Security Agreement - EXECUTED#page4.tif  
source=[HGS] Trademark Security Agreement - EXECUTED#page5.tif  
source=[HGS] Trademark Security Agreement - EXECUTED#page6.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 25, 2023 (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, this "Trademark Security Agreement") is entered into by and between HUMIC GROWTH SOLUTIONS, LLC, a Delaware limited liability company ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 24, 2023 (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, as Borrower, and Bank, Bank has agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to Bank that certain Security Agreement: Business Assets, dated as of March 24, 2023 (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Bank this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as the context may require.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Bank a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks (with the exception of Trademark applications filed on an intent-to-use basis for which no statement of use or amendment to allege use has been filed) and trademark licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each trademark license; and

(c) all products and proceeds (as that term is defined in the Uniform Commercial Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license,

including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any trademark license.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the obligations incurred under the Credit Agreement and the other Loan Documents, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of any such obligations that would be owed by Grantor to Bank, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS, ETC. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE EXCLUSIVELY GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CHOICE OF LAW (OTHER THAN SET FORTH IN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

*[Remainder of page intentionally left blank; signature pages follow.]*

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

GRANTOR:

HUMIC GROWTH SOLUTIONS, LLC

By: 

Name: Carla Stucky

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008052 FRAME: 0957**

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

WELLS FARGO BANK NATIONAL  
ASSOCIATION, as Bank

By: Haley A. Sinclair

Name: Haley A. Sinclair

Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]





**TRADEMARK**  
**REEL: 008052 FRAME: 0958**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
(excluding Trademark applications filed on an intent-to-use basis for which no statement of use or amendment to allege use has been filed)

Trademark Registrations/Applications

UNITED STATES TRADEMARKS:

Registered and Applied for Trademarks:

Serial/Registration no.	Mark	Filing/Registration Date
97495695		7/8/2022
97495338	CARBON-10	7/8/2022
97486112	HUMI[K]	7/1/2022
97486075	HUMIK	7/1/2022
97479763		6/28/2022
97742,762	HGS BIOSCIENCE	1/5/2023
6792974	FUL-GROW GOLD	7/19/2022
6176958	HUMI[K] LIQUID	10/13/2020
6176957	HUMI[K] WSP	10/13/2020
6176956	HUMI[K] WSG	10/13/2020
88689516	FULVINOID	11/12/2019
6185800		10/27/2020
6009105		3/10/2020
5210072	UREA-MATE	5/23/2017
4765972	HUMIC SOLUTIONIZER	6/30/2015

#180285926\_v1