

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM814519

<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>
Quali Tech, LLC		06/01/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deerpath Fund Services, LLC, as Agent		
<b>Street Address:</b>	405 Lexington Avenue, 53rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10174		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88257397	ACTIBOOST	
<b>Serial Number:</b>	85784792	ANEVIS	
<b>Serial Number:</b>	88257409	CITRIBOOST	
<b>Serial Number:</b>	87193238	DURA-C	
<b>Serial Number:</b>	73526047	FEEDBUDS	
<b>Serial Number:</b>	74478506	FLAVOR ISLANDS	
<b>Serial Number:</b>	74048843	FLAV-R-GRAIN	
<b>Serial Number:</b>	87560077	N-GAIN	
<b>Serial Number:</b>	75920607	PEPR	
<b>Serial Number:</b>	77790968	POLYTRANSPORT	
<b>Serial Number:</b>	88669466	Q-BIO	
<b>Serial Number:</b>	87215827	QMIN	
<b>Serial Number:</b>	90276575	QORTEX	
<b>Serial Number:</b>	85410410	QUALITECH	
<b>Serial Number:</b>	73486664	QUALITECH	
<b>Serial Number:</b>	85426887	QUALITECH	
<b>Serial Number:</b>	87240738	SEASON-ETTES	
<b>Serial Number:</b>	86900227	SQM	
<b>Serial Number:</b>	87200975	SQM PROTECTED MINERALS	
		<b>TRADEMARK</b>	

CH \$515.00 88257397

Property Type	Number	Word Mark
Serial Number:	87212906	TRACETRAX

**CORRESPONDENCE DATA**

**Fax Number:** 7132266397

*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.*

**Phone:** 713-226-6000

**Email:** TMMail@porterhedges.com

**Correspondent Name:** Jonathan Pierce

**Address Line 1:** P.O. Box 4744

**Address Line 4:** Houston, TEXAS 77210-4744

<b>ATTORNEY DOCKET NUMBER:</b>	010997-0327
<b>NAME OF SUBMITTER:</b>	Jonathan Pierce
<b>SIGNATURE:</b>	/jmp/
<b>DATE SIGNED:</b>	06/01/2023

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 1, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of DEERPATH FUND SERVICES, LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, the Grantors are party to a Security Agreement, dated as of June 1, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are 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 is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or hereafter owned 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**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, all registrations thereof, and all registration applications filed in connection therewith, including registration applications filed in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing, in whatever form.

**SECTION 2.1 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to 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 by the USPTO, 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. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent 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. 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**

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

### **SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

### **SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING

EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

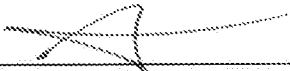
**SECTION 7. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

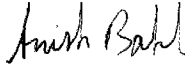
QUALI TECH, LLC

By:   
Name: Michael Hodgens  
Title: President and Chief Executive  
Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008089 FRAME: 0650**


**DEERPATH FUND SERVICES, LLC**  
a Delaware limited liability company, as  
Administrative Agent

By:   
Name: Anish Bahl  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
ACTIBOOST	88/257,397	1/10/2019	5,813,220	7/23/2019	Registered	Quali Tech, LLC
ANEVIS	85/784,792	11/21/2012	4,412,249	10/1/2013	Registered	Quali Tech, LLC
CITRIBOOST	88/257,409	1/10/2019	5,968,911	1/21/2020	Registered	Quali Tech, LLC
DURA-C	87/193,238	10/5/2016	5,536,389	8/7/2018	Registered	Quali Tech, LLC
FEEDBUDS	73/526,047	3/11/1985	1,386,201	3/11/1986	Registered	Quali Tech, LLC
FLAVOR ISLANDS	74/478,506	1/11/1994	1,905,797	7/18/1995	Registered	Quali Tech, LLC
FLAV-R-GRAIN	74/048,843	4/12/1990	1,656,967	9/10/1991	Registered	Quali Tech, LLC
N-GAIN	87/560,077	8/8/2017	5,692,689	3/5/2019	Registered	Quali Tech, LLC
PEPR (Stylized) <b>PepR</b>	75/920,607	2/15/2000	2,497,320	10/9/2001	Registered	Quali Tech, LLC
POLYTRANSPORT	77/790,968	7/28/2009	3,865,535	10/19/2010	Registered	Quali Tech, LLC
Q-BIO	88/669,466	10/25/2019	6,223,257	12/15/2020	Registered	Quali Tech, LLC
QMIN	87/215,827	10/26/2016	5,205,086	5/16/2017	Registered	Quali Tech, LLC
QORTEX	90/276,575	10/25/2020	6,593,550	12/21/2021	Registered	Quali Tech, LLC
QUALITECH	85/410,410	8/30/2011	4,224,336	10/16/2012	Registered	Quali Tech, LLC
QUALITECH	73/486,664	6/25/1984	1,386,515	3/18/1986	Registered	Quali Tech, LLC
QUALITECH & Design 	85/426,887	9/20/2011	4,224,395	10/16/2012	Registered	Quali Tech, LLC
SEASON-ETTES	87/240,738	11/17/2016	5,421,130	3/13/2018	Registered	Quali Tech, LLC
SQM	86/900,227	2/8/2016	5,211,769	5/30/2017	Registered	Quali Tech, LLC
SQM PROTECTED MINERALS	87/200,975	10/12/2016	5,558,274	9/11/2018	Registered	Quali Tech, LLC
TRACETRAX	87/212,906	10/24/2016	5,361,089	12/19/2017	Registered	Quali Tech, LLC