

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM873073

| | | | |
|-----------------------------------|-------------------------------------|--|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Quality Plus Manufacturing, LLC | | 01/26/2024 | Limited Liability Company: IOWA |
| RECEIVING PARTY DATA | | | |
| Name: | Twin Brook Capital Partners, LLC | | |
| Street Address: | 111 South Wacker Dr., 36th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60626 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 17 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6244874 | FX3I | |
| Registration Number: | 5068262 | | |
| Registration Number: | 5019240 | MY YIELD | |
| Registration Number: | 6720143 | PRYME | |
| Registration Number: | 5414951 | THE GROWER'S SEED TREATER | |
| Registration Number: | 6019739 | | |
| Registration Number: | 5463479 | EMPOWERING FARMERS | |
| Registration Number: | 5341333 | EMPOWERING FARMERS | |
| Registration Number: | 5448162 | | |
| Registration Number: | 5256845 | PROUD FARMERS. EXPERT ENGINEERS. BUILDIN | |
| Registration Number: | 6427149 | IX1 | |
| Registration Number: | 5448160 | MY YIELD | |
| Registration Number: | 4990381 | Q | |
| Registration Number: | 5414950 | THE GROWER'S SEED TREATMENT SOLUTION | |
| Registration Number: | 6427155 | FX2 | |
| Registration Number: | 6427161 | FX1 | |
| Registration Number: | 7197485 | M5 | |
| CORRESPONDENCE DATA | | | |

OP \$440.00 6244874

Fax Number: 6175238650

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: 617-523-2700

Email: susan.dinicola@hkllaw.com,taylor.monning@hkllaw.com,samantha.podlas@hkllaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

| | |
|---------------------------|-------------------|
| NAME OF SUBMITTER: | Susan C. DiNicola |
|---------------------------|-------------------|

| | |
|-------------------|---------------------|
| SIGNATURE: | /Susan C. DiNicola/ |
|-------------------|---------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 02/01/2024 |
|---------------------|------------|

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

January 26, 2024

WHEREAS, Quality Plus Manufacturing, LLC, an Iowa limited liability company (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or as otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the other Loan Parties (as defined therein) party thereto, the financial institutions from time to time party thereto (the "Lenders") and Twin Brook Capital Partners, LLC, as agent for all Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or as otherwise modified from time to time, the "Collateral Agreement"), made by Grantor and the other grantors party thereto in favor of Twin Brook Capital Partners, LLC, as agent for all Lenders (in such capacity, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or at any time hereafter acquired by Grantor, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) any renewal of any of the foregoing;

(iii) all rights to sue for past, present or future infringements of any of the foregoing;
and

(iv) all Proceeds (as defined in the Collateral Agreement) of any and all of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include the Excluded Property (as defined in the Collateral Agreement).

Until the Secured Obligations have been Paid in Full, Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from

time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

At such time as the Secured Obligations have been Paid in Full or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Collateral Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Liens created hereby and this Trademark Security Agreement and all obligations (other than those expressly stated to survive such termination) of Agent and the Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request and sole expense of the Grantor following any such termination, Agent shall execute and deliver to the Grantor such filings and documents as the Grantor shall reasonably request to evidence such termination.

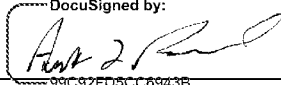
This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy, facsimile, emailed .pdf file, or similar form of electronic transmission of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature Pages Follow]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

QUALITY PLUS MANUFACTURING, LLC,
an Iowa limited liability company

By:  DocuSigned by:
Name: Austin Forsyth
Title: Co-President

ACKNOWLEDGED:
as of the date first written above.

**TWIN BROOK CAPITAL PARTNERS,
LLC, as Agent**

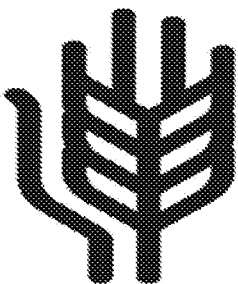
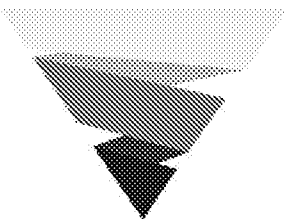

By: 


By: Kimberly Trick (Jan 24, 2024 19:36 CST)

Name: Kimberly Trick
Title: Managing Director

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS:

| Trademark | Registration Date | Registration Number |
|---|--------------------------|----------------------------|
| FX3I | January 12, 2021 | 6244874 |
|  | October 25, 2016 | 5068262 |
| MY YIELD | August 9, 2016 | 5019240 |
| PRYME | May 3, 2022 | 6720143 |
| THE GROWER'S SEED TREATER | February 27, 2018 | 5414951 |
|  | March 24, 2020 | 6019739 |
| EMPOWERING FARMERS | May 8, 2018 | 5463479 |
| EMPOWERING FARMERS | November 21, 2017 | 5341333 |
|  | April 17, 2018 | 5448162 |

| Trademark | Registration Date | Registration Number |
|---|-------------------|---------------------|
| PROUD FARMERS. EXPERT ENGINEERS. BUILDING A BETTER WAY. | August 1, 2017 | 5256845 |
| IX1 | July 20, 2021 | 6427149 |
| MY YIELD | April 17, 2018 | 5448160 |
|  | June 28, 2016 | 4990381 |
| THE GROWER'S SEED TREATMENT SOLUTION | February 27, 2018 | 5414950 |
| FX2 | July 20, 2021 | 6427155 |
| FX1 | July 20, 2021 | 6427161 |
| M5 | October 17, 2023 | 7197485 |

TRADEMARK APPLICATIONS:

| Trademark | Application Date | Serial Number |
|------------|-------------------|----------------------|
| M1 | November 23, 2022 | Serial No.: 97690867 |
| M3 | September 6, 2023 | Serial No.: 98167834 |
| M7 | November 23, 2022 | Serial No.: 97690868 |
| MY DRYVE F | November 30, 2022 | Serial No.: 97698822 |
| MY DRYVE S | November 30, 2022 | Serial No.: 97698823 |
| MY DRYVE X | November 30, 2022 | Serial No.: 97698821 |
| MYBLYD | December 9, 2022 | Serial No.: 97711379 |

| Trademark | Application Date | Serial Number |
|------------------|-------------------------|----------------------|
| MYCRA | February 2, 2022 | Serial No.: 97250821 |
| STRATA | Nov 20, 2023 | Serial No.: 98278230 |
| STRYVE | Nov 20, 2023 | Serial No.: 98278226 |
| MYBYLD | Dec 20, 2023 | Serial No.: 98322772 |