

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI33149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prairie Systems LLC		02/16/2024	Limited Liability Company: INDIANA
Roger, LLC		02/16/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE, SUITE 300		
Internal Address:	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Other: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3241135	BARNWATCH	
Registration Number:	4471551	FAS	
Registration Number:	5394435		
Registration Number:	5516610	SO SMART ORDER	
Registration Number:	5571515	POWERING THE DIGITAL PRAIRIE	
Registration Number:	6214542	ROGER.	
Registration Number:	6214541	ROGER	
Registration Number:	6358971	R.	
Registration Number:	6402327	FUELED BY ROGER	
Registration Number:	6840182	ROLLING WITH ROGER	
Registration Number:	7118944	ROGER HAULS	
Registration Number:	7067295	ROGER ONRAMP	
Serial Number:	97924824	ROGER IQ	
Serial Number:	98112937	ROGER. INTERCHANGE	
CORRESPONDENCE DATA			

CH \$365.00.00 76662914

Fax Number: 2129692900

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: 2129693000

Email: ypan@proskauer.com,JSeo@proskauer.com

Correspondent Name: Jinhwa Seo

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11964.363
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NAME OF SUBMITTER:	Yuming Pan
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SIGNATURE:	Yuming Pan
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DATE SIGNED:	02/16/2024
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 16, 2024 (this “Agreement”), is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of MIDCAP FINANCIAL TRUST (“MidCap”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 24, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among EVER.AG CORPORATION, a Delaware corporation (formerly known as MOMENTX CORPORATION, the “Borrower”), MOMENTX INTERMEDIATE, INC., a Delaware corporation (“Holdings”), the other Credit Parties party thereto from time to time, the Lenders and the L/C Issuers from time to time party thereto and MidCap, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Secured Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (other than any Excluded Assets, but only during such time that such Collateral actually constitutes Excluded Assets; provided, however, that if and when any property shall cease to be Excluded Assets, a security interest in such Collateral shall be automatically deemed granted therein) (the “Trademark Collateral”):

- (a) all of its registered Trademarks referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien on or security interest in shall be deemed granted in any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office. This Agreement is not to be construed as a sale, transfer, conveyance or other assignment to any Trademark Collateral.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 8. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

PRAIRIE SYSTEMS LLC as a Grantor

By:  _____

Name: Scott Sexton

Title: Chief Executive Officer

ROGER, LLC, as a Grantor

By:  _____

Name: Scott Sexton


Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

MIDCAP FINANCIAL TRUST,
as Agent




By: Apollo Capital Management, L.P.,
its investment manager


By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Grantor	Trademark	Application/ Registration No.	Registration Date
Prairie Systems LLC	BARNWATCH	3241135	5/15/2007
Prairie Systems LLC	FAS	4471551	1/21/2014
Prairie Systems LLC		5394435	2/6/2018
Prairie Systems LLC	SO SMART ORDER 	5516610	7/17/2018
Prairie Systems LLC	POWERING THE DIGITAL PRAIRIE	5571515	9/25/2018
Roger, LLC	ROGER. AND DESIGN 	6214542	12/8/2020
Roger, LLC	ROGER	6214541	12/8/2020

Grantor	Trademark	Application/ Registration No.	Registration Date
Roger, LLC	R. AND DESIGN 	6358971	5/25/2021
Roger, LLC	FUELED BY ROGER	6402327	6/29/2021
Roger, LLC	ROLLING WITH ROGER	6840182	9/6/2022
Roger, LLC	ROGER HAULS	7118944	7/25/2023
Roger, LLC	ROGER ONRAMP	7067295	5/30/2023
Roger, LLC	ROGER IQ	97924824	5/8/2023
Roger, LLC	ROGER. INTERCHANGE	98112937	8/2/2023