

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI167114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quest Resource Management Group, LLC		03/29/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	PNC Bank, National Association		
Street Address:	2100 Ross Avenue, Suite 1850		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90522691	PROGANICS	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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>			
Phone:	6175232700		
Email:	susan.dinicola@hkllaw.com		
Correspondent Name:	Susan C. DiNicola		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	10 St. James Avenue		
Address Line 4:	Boston , MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	057833.00187		
NAME OF SUBMITTER:	Susan DiNicola		
SIGNATURE:	Susan DiNicola		
DATE SIGNED:	04/15/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 29, 2024, is executed by Quest Resource Management Group, LLC (“Grantor”) for the benefit of PNC BANK, NATIONAL ASSOCIATION, as administrative agent for itself and the other Lenders (the “Administrative Agent”), in connection with a Loan, Security and Guaranty Agreement dated as of August 5, 2020, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Loan Agreement.

Pursuant to the Loan Agreement, Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and other Loan Documents, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” shall have the meanings set forth below:

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

“Trademarks” means (a) all trademarks, trade names, corporate names, Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

QUEST RESOURCE MANAGEMENT GROUP, LLC,
a Delaware limited liability company,
as Grantor

By: 
Name: Brett Johnston
Title: Chief Financial Officer

Acknowledged:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement – PNC]

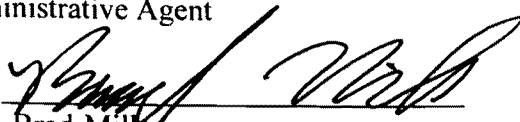
Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

QUEST RESOURCE MANAGEMENT GROUP, LLC,
a Delaware limited liability company,
as Grantor

By: _____
Name:
Title:

Acknowledged:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Brad Miller
Title: Vice President

SCHEDULE 1

TRADEMARK COLLATERAL

<u>Trademark</u>	<u>Number</u>	<u>Date</u>	<u>Country</u>	<u>Company</u>
Proganics	90522691	March 22, 2022	United States	Quest Resource Management Group, LLC