

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI175700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOTT CORPORATION		04/18/2024	Corporation: CONNECTICUT
DIGESTED ORGANICS LLC		04/18/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	201 Broad Street, Suite 430		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	5459894	PERFECTPEAK	
Registration Number:	5459902	PERFECTPEAK	
Registration Number:	4938804	INTEGRATED MANURE MANAGEMENT SYSTEM	
Registration Number:	1041700	MOTT	
Registration Number:	4987110	DIGESTED ORGANICS	
Registration Number:	6114035	CERAHELIX	
Registration Number:	6164900	NANOHELIX	
Registration Number:	6164899	PICOHELIX	
Registration Number:	1420927	HYPULSE	
Registration Number:	1439629	GASSAVER	
Registration Number:	2107948	GASSHIELD PENTA	
Registration Number:	1672979	GAS SHIELD	
Registration Number:	1730297	NANOMETAL	
Serial Number:	97117327	SRDU	
Serial Number:	98294594	SIT-RO	
Serial Number:	97386756	INTEGRATED MANURE MANAGEMENT SYSTEM	
Serial Number:	97545946	NUTRIENT CONCENTRATION & WATER RECLAMATION	
Serial Number:	90726327	SI-TRO	

CH \$490.00.00 87210755

Property Type	Number	Word Mark
Serial Number:	97229749	TERRAFLOW

CORRESPONDENCE DATA

Fax Number: 6173417701
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: 6173417721
Email: michelle.bramwell@morganlewis.com
Correspondent Name: Michelle Bramwell
Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Michelle Bramwell
SIGNATURE:	Michelle Bramwell
DATE SIGNED:	04/18/2024

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 18th day of April, 2024 by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain (i) Credit Agreement, dated as of February 14, 2023 (as amended, restated, amended and restated, modified, extended, renewed, replaced, or supplemented from time to time, the “Domestic Credit Agreement”) among Mott Corporation (the “Borrower”), the Guarantors party thereto, the Lenders party thereto and the Administrative Agent, the Lenders have agreed to make Loans and issue Letters of Credit upon the terms and subject to the conditions set forth therein and (ii) EXIM Guaranteed Credit Agreement, dated as of April 18, 2024 (as amended, restated, amended and restated, modified, extended, renewed, replaced, or supplemented from time to time, the “EXIM Credit Agreement” and together with the Domestic Credit Agreement, collectively, the “Credit Agreements” and each a “Credit Agreement”) among the Borrower, the Guarantors party thereto, the Lenders party thereto and the Administrative Agent, the Lenders have agreed to make Loans and issue Letters of Credit upon the terms and subject to the conditions set forth therein;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in each Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, that certain Amended and Restated Security and Pledge Agreement, dated as of April 18, 2024 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Administrative Agent, for the benefit of the applicable Secured Parties, 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the applicable Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(a) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to the Administrative Agent, for the benefit of the applicable Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such 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 United States Trademarks, including the registrations and applications 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 of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, 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 the Obligations and would be owed by Grantors, or any of them, to the Administrative Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the applicable Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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. 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. Without limiting Grantors' obligations under the Security Agreement, Grantors hereby authorize the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. 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. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 16 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]


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.

GRANTORS:

MOTT CORPORATION

By:  _____
Name: Timothy Ludlow
Title: Chief Financial Officer

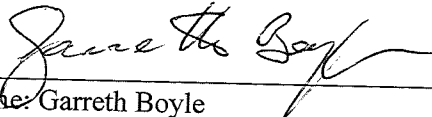
DIGESTED ORGANICS LLC

By:  _____
Name: Timothy Ludlow
Title: Manager

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Garreth Boyle

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008403 FRAME: 0863

SCHEDULE I
to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Digested Organics, LLC	SRDU	United States of America	97117327	11/10/2021		
Mott Corporation	PERFECTPEAK	United States of America	87210755	10/20/2016	5459894	5/1/2018
Mott Corporation	PERFECTPEAK (Stylized) AND DESIGN	United States of America	87219916	10/28/2016	5459902	5/1/2018
DIGESTED ORGANICS LLC	SIT-RO (refile)	United States of America	98294594	12/1/2023		
Digested Organics, LLC	INTEGRATED MANURE MANAGEMENT SYSTEM (Supplemental Register)	United States of America	97386756	4/28/2022		
Digested Organics, LLC	INTEGRATED MANURE MANAGEMENT SYSTEM (Supplemental Register)	United States of America	86780413	10/7/2015	4938804	4/12/2016
Mott Corporation	MOTT	United States of America	73022176	5/22/1974	1041700	6/22/1976
Digested Organics, LLC	DIGESTED ORGANICS	United States of America		10/6/2015	4987110	6/28/2016
Mott Corporation	CERAHELIX	United States of America	87880041	4/17/2018	6114035	7/28/2020
Mott Corporation	NANOHELIX	United States of America	88279327	1/28/2019	6164900	9/29/2020
Mott Corporation	PICOHELIX	United States of America	88279322	1/28/2019	6164899	9/29/2020

Grantor	Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Mott Corporation	HYPULSE	United States of America	73596529	5/2/1986	1420927	12/16/1986
Mott Corporation	GASSAVER (Supplemental Register)	United States of America	73579364	1/24/1986	1439629	5/12/1987
Mott Corporation	GASSHELLD PENTA	United States of America	75107070	5/20/1996	2107948	10/21/1997
Mott Corporation	CERAHELIX	European Union	17968806	10/15/2018	17968806	3/1/2019
Mott Corporation	CERAHELIX (EU Clone)	United Kingdom	UK00917968806	10/15/2018	UK00917968806	3/1/2019
Mott Corporation	CERAHELIX	China	30368986	4/19/2018	30368986	2/14/2019
Mott Corporation	CERAHELIX	China	30355049	4/19/2018	30355049	2/14/2019
Mott Corporation	NANOHELIX	European Union	18100563	7/29/2019	18100563	12/4/2019
Mott Corporation	NANOHELIX	India	4249132	7/29/2019	4249132	3/1/2020
Mott Corporation	NANOHELIX (EU Clone)	United Kingdom	UK00918100563	7/29/2019	UK00918100563	12/4/2019
Mott Corporation	PICOHELIX	European Union	18100559	7/29/2019	18100559	12/4/2019
Mott Corporation	PICOHELIX	India	4249131	7/29/2019	4249131	3/1/2020
Mott Corporation	PICOHELIX (EU Clone)	United Kingdom	UK00918100559	7/29/2019	UK00918100559	12/4/2019
Mott Corporation	NANOHELIX	Japan	2019102632	7/29/2019	6232607	3/4/2020
Mott Corporation	PICOHELIX	Japan	2019102631	7/29/2019	6232606	3/4/2020
Mott Corporation	PICOHELIX	China	39966452	7/29/2019	39966452	4/14/2020
Mott Corporation	PICOHELIX	China	41569669	10/12/2019	41569669	6/21/2020
Mott Corporation	PICOHELIX	China	41569667	10/12/2019	41569667	6/21/2020

Grantor	Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Mott Corporation	GAS SHIELD	United States of America	74055463	5/3/1990	1672979	1/21/1992
Mott Corporation	NANOMETAL	United States of America	74056959	5/3/1990	1730297	11/3/1992
Digested Organics, LLC	NUTRIENT CONCENTRATION & WATER RECLAMATION	United States of America	97545946	8/12/2022		
Digested Organics, LLC	SITRO	United States of America	90726327	5/21/2021		
Digested Organics, LLC	TERRAFLLOW	United States of America	97229749	1/20/2022		
ASCO	ASCO FILTRI	European Union	15973662	10/27/2016		3/1/2017
ASCO	ASCO FILTRI	United Kingdom	UK00915973662	10/27/2016		3/1/2017
ASCO	ASCO FILTRATION	European Union	9759176	2/23/2011		7/7/201
Digested Organics, LLC	TerraChar™		Unregistered			
Digested Organics, LLC	Reclaim Your Waste™		Unregistered			
Digested Organics, LLC	TSRO™		Unregistered			
Digested Organics, LLC	DOMetrics™		Unregistered			

TRADEMARK

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RECORDED: 04/18/2024