

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305390

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|---|---|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Sefa Group, Inc. | | 05/01/2014 | CORPORATION: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank, National Association | | |
| Street Address: | 7711 Plantation Road, 1st Floor | | |
| City: | Roanoke | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 24019 | | |
| Entity Type: | National banking association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3581798 | STAR | |
| Registration Number: | 3840221 | SPHERIX | |
| Registration Number: | 4066551 | GLASSIX | |
| Registration Number: | 4331205 | FORTIMIX | |
| Registration Number: | 4036015 | STAR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4044200805 | | |
| <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> | | | |
| Email: | trademarks.atl@bryancave.com | | |
| Correspondent Name: | John C. Bush/Bryan Cave LLP | | |
| Address Line 1: | 1201 W. Peachtree Street, NW, 14th Fl. | | |
| Address Line 4: | Atlanta, GEORGIA 30309-3488 | | |
| ATTORNEY DOCKET NUMBER: | 0367629 | | |
| NAME OF SUBMITTER: | John C. Bush | | |
| SIGNATURE: | /John C. Bush/ | | |
| DATE SIGNED: | 05/22/2014 | | |
| Total Attachments: 7 | | | |
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THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, S.C. CODE SECTION 15-48-10, ET SEQ., AS AMENDED, AND/OR THE FEDERAL ARBITRATION ACT, AS PROVIDED HEREIN.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of May 1, 2014, by THE SEFA GROUP, INC., a Georgia corporation ("Debtor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Purchaser").

RECITALS

1. Debtor and Purchaser have entered into that certain Continuing Covenant Agreement dated as of May 1, 2014 (together with all amendments thereto, the "Continuing Covenant Agreement"), pursuant to which Purchaser has agreed to purchase the South Carolina Jobs Economic Development Authority Economic Development Revenue Bonds (The SEFA Group, Inc. Project) Series 2014 in the aggregate principal amount of \$40,000,000.00 (the "Bonds"), to finance construction of certain improvements on real estate located in Georgetown County, South Carolina, owned by the South Carolina Public Service Authority ("Santee Cooper") and leased by Santee Cooper to Debtor for the operation of the Winyah STAR Plant pursuant to the terms of that certain STAR Processed Fly Ash Operating and Sales Agreement dated as of November 15, 2013, between Debtor and Santee Cooper, as amended by that certain First Amendment to STAR Processed Fly Ash Operating and Sales Agreement dated as of May 1, 2014 (together with all amendments thereto, the "Operating Agreement"). Terms not otherwise defined herein shall have the meaning set forth in the Continuing Covenant Agreement.

2. To secure Debtor's Obligations and Purchaser Hedge Agreements, Debtor has executed various agreements, including without limitation, that certain Security Agreement dated as of the date hereof covering among other items, various proprietary rights and trademarks (which security agreement, together with any and all amendments and modifications thereto from time to time entered into, and any security agreements at any time hereafter executed in replacement and/or in substitution thereof and/or in addition thereto, shall be referred to herein as the "Security Agreement").

3. Debtor and Purchaser wish to further clarify their respective rights and obligations with regard to certain collateral in an instrument to be recorded with the United States Patent and Trademark Office and elsewhere.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Debtor and Purchaser hereby agree as follows:

1. Security Interests. Pursuant to the Security Agreement and subject to and upon the additional terms, covenants and conditions hereof, Debtor hereby grants, to Purchaser a security interest in Debtor's entire right, title and interest in and to all of the following (the "Property"):

(a) all trademarks, service marks, trade names, proprietary labels and logos in which Debtor now has or at any time hereafter acquires an interest and the goodwill in

Debtor's business and products associated with such trademarks, service marks, trade names, proprietary labels and logos; and

(b) the right to sue, in Purchaser's name or joined with Debtor, for past, present or future infringements of rights in any such trademarks, service marks, trade names, proprietary labels and logos.

The Property shall include without limitation: (i) all trademarks, service marks and trade names, proprietary labels and logos described in Exhibit A attached hereto and incorporated herein by this reference and the Debtor's goodwill in its business associated with the same, and (ii) all registrations, renewals and/or extensions of any of the Property.

2. Obligations Secured. The security interest established by this Agreement secures payment of the Obligations pursuant to the Continuing Covenant Agreement, any Purchaser Hedge Agreement, including, without limitation, Indebtedness and obligations arising under the ISDA Master Agreement dated as of on or about the date hereof between Borrower and Purchaser, together with the Schedule thereto and the Confirmation thereunder, each dated on or about the date hereof, and any promissory note and/or loan agreement now or after any time hereafter executed by Debtor with Purchaser, and all amendments, modifications and extensions thereto and substitutions and replacements therefor, which may from time to time be entered into between Debtor and Purchaser. Upon payment and performance in full of all of the obligations secured hereby, Purchaser, at Debtor's cost and expense, shall terminate its security interest in the Property.

3. Perfection of Security Interest. In addition to authorizing the filing by Purchaser of a financing statement naming the Property as Collateral in all jurisdictions where necessary to perfect Purchaser's security interest in the Property, Debtor hereby covenants and agrees to prepare, execute, acknowledge, deliver and record or file such instruments and documents and to do and perform all other acts which may be necessary or which Purchaser deems necessary or appropriate to perfect Purchaser's security interest in the Property. Concurrently with the filing of any trademark application or the acquisition of any interest in or to any trademark hereafter, Debtor shall duly execute, acknowledge and record in the United States Patent and Trademark Office a Trademark Security Agreement substantially in the form of this Agreement; provided that Exhibit A to each such Trademark Security Agreement shall describe (with such particularity as may be required by said Patent and Trademark Office or other applicable governmental authorities or agencies from time to time) only the additional trademarks and applications which have not been previously recorded as subject to Purchaser's security interest.

4. Retention of Rights. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Continuing Covenant Agreement), Debtor shall retain the right to use the Property in the ordinary course of Debtor's business. Debtor agrees neither to sell or assign its interest in, nor grant any license under, the Property, without the prior written consent of Purchaser; provided however, that Debtor may grant such bona fide licenses for good and valuable consideration as are necessary and usual in the ordinary course of Debtor's business as it is presently conducted and as it may be legally expanded, on the condition that such licenses so granted shall be subject to the terms and conditions of the Security Agreement and this Agreement.

5. Warranties. In addition to the representations and warranties made by Debtor in the Security Agreement, Debtor represents and warrants that:

(a) the Property listed on Exhibit A and in Exhibit A to any other Trademark Security Agreement (s) delivered by Debtor to Purchaser represents, or will represent at the date of its execution and delivery, all of the trademarks, service marks, trade names, proprietary labels and logos and applications therefor in which Debtor has any rights and in which Debtor has applied for any rights as of the date of this Agreement or the date of such other Trademark Security Agreement; and

(b) the information set forth in Exhibit A hereto is entirely correct.

6. Covenants. Debtor hereby covenants and agrees to cooperate with Purchaser in whatever manner may be necessary or which Purchaser may deem necessary or appropriate so that Purchaser may enjoy its rights and interests hereunder to the fullest extent. Such cooperation shall include, without limitation:

(a) prompt preparation and execution (at Debtor's expense) of all petitions, oaths, specifications, declarations or other papers that may be necessary or which Purchaser reasonably may deem necessary or appropriate for prosecuting any trademark or other Property applications or applications for the registration, renewal or extension of any trademark or other Property in which Purchaser acquires a security interest hereunder and for prosecuting interference proceedings involving any such Property applications pertaining to any such Property; and

(b) prompt assistance and cooperation (at Debtor's expense) in the prosecuting of any legal actions or other proceedings involving any Property or application pertaining to any Property in which Purchaser acquires a security interest hereunder, including without limitation, oppositions, cancellation proceedings, priority contests, public use proceedings and court actions alleging infringement or any other cause of action.

7. Defense of Property; Indemnity. Debtor hereby covenants and agrees promptly upon request of Purchaser to defend the Property and Purchaser's rights and interests therein and to promptly notify Purchaser of any event, occurrence or legal action which affects the Property or the rights of the parties in relation thereto. Debtor acknowledges that Purchaser may, but shall have no obligation whatsoever to, commence any legal action or other proceeding to defend the Property or to contest the use by any other party of the Property or any portion thereof. Debtor shall unconditionally indemnify Purchaser and hold Purchaser harmless from and against all claims, causes of action, damages, liability, costs and expenses, including reasonable attorneys' fees, that Purchaser may be subject to in connection with this Agreement except those arising out of the gross negligence or willful misconduct of Purchaser, including without limitation, Property infringement suits that may be brought against Purchaser, except to the extent such claims, causes of action, damages, liabilities, costs or expenses arise from the gross negligence or willful misconduct of Purchaser.

8. Appointment. Purchaser shall have the right to, in the name of Debtor, or in the name of Purchaser or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Purchaser (and any of Purchaser's officers or employees or agents designated by Purchaser) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Purchaser deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Purchaser's security interest in, the Property, (ii) to execute any and all other documents and instruments,

and perform any and all acts and things for and on behalf of Debtor, which Purchaser may deem necessary or advisable to maintain, preserve, or protect the Property and to accomplish the purposes of this Agreement, including without limitation (A) to assert or retain any rights under any license agreement for any of the Property, (B) after the occurrence of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Property, and (C) after the occurrence of any Event of Default, to execute any and all applications, documents, papers and instruments for Purchaser to use the Property, to grant or issue any exclusive or non-exclusive license with respect to any Property, and to assign, convey or otherwise transfer title in or dispose of any of the Property; provided, however, that in no event shall Purchaser have the unilateral power, prior to the occurrence of an Event of Default, to assign any of the Property to any person, including itself, without Debtor's written consent. The foregoing shall in no way limit Purchaser's rights and remedies upon or during the continuance of an Event of Default. This power of attorney, being coupled with an interest, is irrevocable until termination of the Agreement.

9. License. For the sole purpose of enabling Purchaser to exercise its rights and remedies hereunder or otherwise in connection with this Agreement upon the occurrence of an Event of Default and during its continuance, Debtor hereby grants to Purchaser an irrevocable, non-exclusive and assignable license (exercisable without payment or royalty or other compensation to Debtor) to use, license or sublicense any Property.

10. Defaults. Upon the occurrence of any Event of Default as defined in the Continuing Covenant Agreement and/or any contract or instrument related thereto pursuant to which Debtor may at any time hereafter incur any liabilities, indebtedness or other obligations to Purchaser, subject to applicable cure provisions, if any, Purchaser shall have the rights and remedies available to a secured party under law and/or expressly provided in the Continuing Covenant Agreement and/or any such other contract or instrument related thereto. In addition, upon the occurrence of an Event of Default and during its continuance Purchaser shall have the right to sue for past infringement of the Property and to collect all damages and profits for past infringements.

If any Event of Default shall have occurred and be continuing, and following the giving of any notices required hereby, Purchaser shall have, in addition to all other rights and remedies given it by this Agreement and the Security Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Property may be located and, without limiting the generality of the foregoing, Purchaser may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Property or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Property all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the obligations secured hereby. Any remainder of the proceeds after payment in full of such obligations shall be paid over to the Debtor or to such other party who may be entitled to such remaining proceeds. Notice of any sale or other disposition of the Property shall be given to Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of the Property is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any note or Purchaser may, to the extent permissible under applicable law, purchase the whole or any part thereof.

11. Relation to Security Agreement. This Agreement is a supplement to the Security Agreement, and Purchaser's rights and remedies, and Debtor's obligations and waivers, under the Security Agreement, and the interpretive principles stated in the Security Agreement shall be applicable hereunder; provided however, that this Agreement and the Security Agreement shall be construed together so as to grant Purchaser the greatest rights and remedies with regard to the Property; and provided further, that Purchaser's rights and remedies hereunder may be expressly modified by amendments to the Security Agreement from time to time.

12. Successors; Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties; provided however, that Debtor may not assign this Agreement or any interest herein without Purchaser's prior written consent.

13. Enforceability. If any provision of this Agreement shall for any reason be unenforceable in any respect, such enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable provisions had not been contained herein.

14. Governing Law. Except to the extent that Federal law preempts, this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

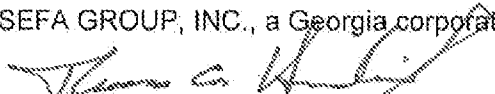
15. Arbitration. THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO SECTION 11.06 OF THE CONTINUING COVENANT AGREEMENT, THE TERMS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE.

16. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, IN THE EVENT THAT A DISPUTE IS NOT SUBMITTED TO ARBITRATION AS PROVIDED FOR IN SECTION 11.06 OF THE CONTINUING COVENANT AGREEMENT FOR ANY REASON, BUT BECOMES THE SUBJECT OF A JUDICIAL ACTION, DEBTOR HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND THE RELATED DOCUMENTS. IT IS HEREBY ACKNOWLEDGED THAT THE WAIVER OF A JURY TRIAL IS A MATERIAL INDUCEMENT FOR PURCHASER TO PURCHASE THE BONDS.

IN WITNESS WHEREOF, Debtor and Purchaser hereby execute and acknowledge this Agreement as of the date first written above.

THE SEFA GROUP, INC., a Georgia corporation

By:



Thomas C. Hendrix, President

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 005285 FRAME: 0429

EXHIBIT A
to
TRADEMARK SECURITY AGREEMENT
Dated as of May 1, 2014
by
THE SEFA GROUP, INC.
to
WELLS FARGO BANK, NATIONAL ASSOCIATION

| U.S. Trademark Application <u>Serial Number</u> | <u>Trademark</u> | <u>Application Date</u> |
|--|------------------|-------------------------|
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NONE

| U.S. Registered Trademark <u>Registration Number</u> | <u>Trademark</u> | <u>Goods and Services</u> |
|---|------------------|---|
| 78931619 (3581798) | STAR | IC 001: Fly ash for general manufacturing use. IC 040: Treatment services of fly ash for others. |
| 77827985 (3840221) | SPHERIX | IC 021: Solid glass spheres to be used as fillers and extenders for paints, coatings, adhesives and plastics. |
| 85292952 (4066551) | GLASSIX | IC 019: Glass powder made from recycled glass waste for building purposes. |
| 85702322 (4331205) | FORTIMIX | IC 001: Chemical additive, namely, a mineral additive used to reinforce rubber or other elastomers. |
| 85084555 (4036015) | STAR | IC 007: Equipment for processing fly ash, namely, machines for beneficiating, mixing and blending fly ash. |