

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774872

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rotochopper, Inc.		12/16/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S Dearborn, Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	UNITED STATES		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1917620	ROTOCHOPPER	
Registration Number:	3025348	PERFECT IN ONE PASS	
Registration Number:	4447118	GO-BAGGER	
Registration Number:	4625562	RUMINATOR	
Registration Number:	6308055	ROTOLINK	
Registration Number:	6798474	ROTOLOADSCAN	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	6127666911		
Email:	susan.carlson@faegredrinker.com		
Correspondent Name:	Susan Carlson, Faegre Drinker Biddle		
Address Line 1:	90 S 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
SIGNATURE:	/e/ Susan Carlson		
DATE SIGNED:	12/16/2022		
Total Attachments: 8			

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement is made as of December 16, 2022 by and among the party listed on the signature pages hereof as Debtor (the “**Debtor**”), and JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties, as defined in the Credit Agreement described below.

Pursuant to a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among the Debtor, other Loan Parties (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto and the Administrative Agent, the Lenders have agreed to make advances and grant certain other financial accommodations to the Debtor.

As a condition to making any advance under the Credit Agreement, the Lenders required the execution and delivery by the Debtor of a Pledge and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Debtor granted to the Administrative Agent a security interest in substantially all of the Debtor’s personal property.

Pursuant to the Security Agreement, the Debtor is required to execute and deliver this Agreement to the Administrative Agent.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. Definitions.

Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

“**Patent**” means any patent or application for patent.

“**Patent and Trademark Collateral**” means all right, title and interest of the Debtor in and to the following, in each case whether now existing or hereafter acquired or arising:

- (i) All Patents, including the Specified Patents.
- (ii) All Trademarks, including the Specified Trademarks
- (iii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Patent or Trademark.
- (iv) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Patents and Trademarks.
- (v) All present and future license agreements with respect to the Patents and Trademarks.
- (vi) All proceeds of any and all of the foregoing.

“**Specified Patent**” means each of the Patents listed on Schedule A, together with all continuations, continuations-in-part, divisions, foreign counterparts, reissues, reexaminations, renewals and extensions thereof.

“**Specified Trademark**” means each of the Trademarks listed on Schedule B, together with all divisions, foreign counterparts, renewals and extensions thereof.

“**Trademark**” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

2. Grant of Security Interest.

In order to secure the Secured Obligations (as defined in the Credit Agreement), the Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Patent and Trademark Collateral to the Administrative Agent.

3. Representations and Warranties.

The Debtor represents and warrants that it owns each of the Specified Patents and Specified Trademarks indicated with respect to it on Schedules A and B, respectively, free and clear of any Lien other than Liens permitted under the Loan Documents.

4. General Rights and Obligations.

Except as expressly set forth herein, the rights and obligations of the Debtor and the Administrative Agent with respect to the Patent and Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

5. Continuing Effect.

This Agreement and the Administrative Agent’s security interest in the Patent and Trademark Collateral shall continue in full force and effect until Payment in Full (as defined in the Credit Agreement).

6. Counterparts.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Signature pages follow.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

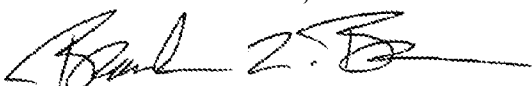
DEBTOR:

ROTOCHOPPER, INC.

By: 
Name: Tosh Brinkerhoff
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Brandon Brauer
Title: Authorized Officer

Schedule A
PATENTS AND PATENT APPLICATIONS

U.S. Patent Registrations

Country	Registered Owner	Patent Name	Registration / Application Date	Registration / Application Number
USA	Rotochopper, Inc.	Waste Recycling Device	Issue Date: November 2, 1999	Patent Number: 5975443
USA	Rotochopper, Inc.	Adjustable Feeding and Striking Ramp	Issue Date: June 1, 2004	Patent Number: 6742732
USA	Rotochopper, Inc.	Mobile Automated Bagging Machine For In Bulk Material	Issue Date: August 17, 2004	Patent Number: 6776198
USA	Rotochopper, Inc.	Method For Minimizing Damage To A Waste Fragmentation Machine	Issue Date: February 5, 2008	Patent Number: 7325759
USA	Rotochopper, Inc.	Device and Method For Improving Power Feed Efficacy For Communiting Machines	Issue Date: November 3, 2009	Patent Number: 7611085
USA	Rotochopper, Inc.	Device And Method For Improving Grinding Efficacy In Gravity-fed Grinding Machines	Issue Date: May 24, 2011	Patent Number: 7946513
USA	Rotochopper, Inc.	Replaceable Tooth Mount Rotor System For Waste Fragmenting Machines	Issue Date: November 29, 2011	Patent Number: 8066213
USA	Rotochopper, Inc.	System And Method For Processing And Treating An Agricultural Byproduct	Issue Date: March 28, 2017	Patent Number: 9604227
USA	Rotochopper, Inc.	Mechanical Motor Soft Start And Systems And Methods Relating Thereto	Issue Date: January 9, 2018	Patent Number: 9866089

USA	Rotochopper, Inc.	System And Method For Processing And Treating An Agricultural Byproduct	Issue Date: March 15, 2022	Publication Number: 20200128868 Patent Number: 11272729
USA	Rotochopper, Inc.	Tooth for Fragmenting Apparatus and System	Publication Date: November 11, 2021	Application Number: 17308325 Publication Number: 20210346893

Schedule B
TRADEMARKS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations

Country / State	Registered Owner	Mark	Trademark Description	Filing Date	Serial Number	Registration Date	Registration Number
USA	Rotochopper, Inc.	ROTOCHOPPER	waste handling and recycling machines	April 15, 1994	74513216	September 12, 1995	1917620
USA	Rotochopper, Inc.	PERFECT IN ONE PASS	Waste handling and recycling machines used to shred waste	April 1, 2004	76584417	December 13, 2005	3025348
USA	Rotochopper, Inc.	GO-BAGGER	Mobile automated commodity bagging machine	April 12, 2013	85903046	December 10, 2013	4447118
USA	Rotochopper, Inc.	RUMINATOR	Grinding machines, grinding machine systems comprising material intake mechanisms, grinding chambers and material ejection mechanisms	January 25, 2013	85832417	October 21, 2014	4625562
USA	Rotochopper, Inc.	ROTOLINK	Computer hardware and downloadable and recorded software for remote monitoring and control of recycling and grinding machinery. Remote monitoring and control of the functioning and use of electrical mechanical equipment, namely, of recycling and grinding machinery	August 14, 2020	90115058	March 30, 2021	6308055

USA	Rotochopper, Inc.	ROTOLOADSCAN	Computer hardware and downloadable and recorded software for measuring, communicating and recording discharge conveyor amounts in recycling and grinding machinery.	August 18, 2020	90121097	July 19, 2022	6798474
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RECORDED: 12/16/2022