

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Sunlight Supply, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Washington
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 22, 2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., Toronto Branch, as

Internal

Address: _____

Street Address: 3 Park Plaza, 9th Floor

City: Irvine

State: California

Country: USA

Zip: 92614

- Association Citizenship U.S.
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
85061229 (See Schedule I)

B. Trademark Registration No.(s)
3409961 (See Schedule I)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CT Lien Solutions

Internal Address: Attn: Susan O'Brien

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York Zip: 12205

Phone Number: (800) 342-3676 ext. 4065

Fax Number: 800-962-7049

Email Address: susan.obrien@creditlink.com

6. Total number of applications and registrations involved:

114

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$2,885.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
- b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

8/2/11

Date

Diantha Parker, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

TRADEMARK

REEL: 004597 FRAME: 0236

700468696

OP \$3290.00 85061229

(Continued)

1. Name of Conveying Parties:

Name: IP Holdings ,LLC

Entity Type: Washington limited liability company

Registered Trademarks

TRADEMARK	REGISTRATION	SERIAL	FILING DATE	REGISTRATION DATE
Agrotech	3409961	77076145	1/4/2007	4/8/2008
American Value Ballast	3069261	78411272	4/30/2004	3/14/2006
Aqua Heat	3320436	78712693	9/14/2005	10/23/2007
Aqualux	3874923	77928405	2/4/2010	11/9/2010
Big Jake's	3163561	78436853	6/17/2004	10/24/2006
Blaster	3723667	77665060	2/6/2009	12/8/2009
Blockbuster	3848774	77796975	8/4/2009	9/14/2010
Blue Wave	2966171	78161218	9/5/2002	7/12/2005
Bright Wing	3231117	78630048	5/13/2005	4/17/2007
Budget Gro	3441837	77148493	4/4/2007	6/3/2008
Carbon Worx	3257064	78687910	8/8/2005	6/26/2007
Ceto	3907757	85056144	6/7/2010	1/18/2011
Chrome Dome	3061308	78294844	9/2/2003	2/21/2006
Cool Breeze	3327583	78849802	3/30/2006	10/30/2007
Cool Sun Reflector	3159750	78272320	7/9/2003	10/17/2006
Crop Master	3851323	77795768	8/3/2009	9/21/2010
Digital Fusion	3299855	78836782	3/14/2006	9/25/2007
Econo Gro	3037512	78272322	7/9/2003	1/3/2006
Econo Wing Reflector	3262059	78479368	9/7/2004	7/10/2007
Econocool Reflector	3030412	78376543	3/1/2004	12/13/2005
Ecoplus	3110088	78361853	2/3/2004	6/27/2006
Evolution Electronic Ballast	3341546	78785777	1/5/2006	11/20/2007
EZ Breeze	3544835	77377114	1/22/2008	12/9/2008
EZ Sprayer	3349698	78711062	9/12/2005	12/4/2007
Flame Defender	3823074	77798618	8/6/2009	7/20/2010
Flo-n-Gro	3902247	85024623	4/27/2010	1/4/2011
Galaxy	3321092	78803143	1/31/2006	10/23/2007
Garden Bright	3851331	77796928	8/4/2009	9/21/2010
Got Sun?	3124707	78502790	10/20/2004	8/1/2006
Great White	3535159	77350647	12/12/2007	11/18/2008
Gro-Pro	3388278	77213336	6/22/2007	2/26/2008
Grow Sun	3143348	78515271	11/11/2004	9/12/2006
Harvest Pro	3524036	77435304	3/31/2008	10/28/2008
Helios	3957794	85140156	9/28/2010	5/10/2011
Infinity	3356949	77064435	12/14/2006	12/18/2007
Inner Sun	3303854	78694411	8/17/2005	10/2/2007
Lumenmax	3112961	78495610	10/6/2004	7/4/2006
Lunar Light	3346466	78633118	5/13/2005	11/27/2007

Registered Trademarks

Magnum XXXL	3906718	77946602	2/27/2010	1/18/2011
Maristar	3061074	78375328	2/27/2004	2/21/2006
Master	3723666	77665049	2/6/2009	12/8/2009
Maximizer Reflector	3072854	78465618	8/11/2004	3/28/2006
Mercury	3908139	85081363	7/9/2010	1/18/2011
Mother Earth	3254164	78550904	1/20/2005	6/19/2007
Mother Earth Logo	3252545	78800330	1/5/2006	6/12/2007
MVP	3383089	78803797	1/26/2006	2/12/2008
National Garden Wholesale	3188356	78688982	8/5/2005	12/19/2006
New Wave	3143158	78464192	8/9/2004	9/12/2006
NGW National Garden Wholesale-Logo	3274204	78473624	8/25/2004	8/7/2007
Organic- leaf logo design	3788552	77729778	5/5/2009	5/11/2010
Phresh	3694025	77612372	11/11/2008	10/6/2009
Power Pointer	3419505	77148442	4/4/2007	4/29/2008
Power Slider	3427809	77141274	3/24/2007	5/13/2008
Ready Rft	3172448	78630060	5/13/2005	11/14/2006
Reef Optix	3860646	77954586	3/9/2010	10/12/2010
select-a-watt	3877951	77847799	10/13/2009	11/16/2010
Silver Sun	3870669	85021071	4/22/2010	11/2/2010
SLS-Stylized Logo	3544957	77429495	3/24/2008	12/9/2008
Smart Volt	3345837	78836796	3/14/2006	11/27/2007
Solar Wind	3848771	77795786	8/3/2009	9/14/2010
Spectralux	3369952	77035428	11/2/2006	1/15/2008
Sun	3840531	77895174	12/16/2009	8/31/2010
Sun Blaze	3146841	78596991	3/29/2005	9/19/2006
Sun Grip	3895627	85016266	4/16/2010	12/21/2010
Sun Hut	3370046	77076395	1/4/2007	1/15/2008
Sun Shield	3558910	77446890	4/13/2008	1/6/2009
Sun System	3888950	77909454	1/11/2010	12/14/2010
Sun System	3262092	78501380	10/18/2004	7/10/2007
Sun Tube	3320367	78695219	8/18/2005	10/23/2007
SunLift	3405291	78480844	9/9/2004	4/1/2008
Sunlight Supply	2322209	75366291	10/1/1997	2/22/2000
Super Spectrum	2454305	75906001	1/29/2000	5/22/2001
Super Sprouter Seedling Heat Mat-Logo	3219153	78811016	2/9/2006	3/13/2007

Registered Trademarks

Super Sun	2906644	78323099	11/4/2003	11/30/2004
Switchable Remote Assembled Ballast	2463011	75906002	1/29/2000	6/19/2001
Tek Pro	3262675	78683673	8/2/2005	7/10/2007
Tek-Light	3269703	78673498	7/19/2005	7/24/2007
Titan Controls	3604100	77464372	5/2/2008	4/7/2009
Titan Controls- Logo	3718258	77727521	5/1/2009	12/1/2009
Turbo Charge	3965773	85135609	9/22/2010	5/24/2011
Unifier Reflector	3265601	78137893	6/21/2002	7/17/2007
Vertical Reflector	3070261	78466378	8/12/2004	3/21/2006
White Lightening	3599815	77385319	2/5/2008	3/31/2009
XXXL	3871765	85056437	6/7/2010	11/2/2010
Yield Master	3327517	78840083	3/16/2006	10/30/2007

Pending Trademarks

TRADEMARK	REGISTRATION	SERIAL	FILING DATE
After Burner		85061229	6/11/2010
Agritopia		85183999	11/23/2010
AgroLED		85195652	12/10/2010
American Grower		85184809	11/24/2010
Atlas		85288121	4/6/2011
Blazer		85295601	4/14/2011
Brain Drain		85273280	3/22/2011
Drip-N-Gro		85346845	6/15/2011
EconoGro		85242852	2/15/2011
EOS		85290184	4/8/2011
Fantom		85164162	10/28/2010
Galaxy (IC 11)		85222548	1/20/2011
Gro Pro- Logo		77862996	11/2/2009
Grow20		85184742	11/24/2010
Holland Garden		85057833	6/8/2010
Ideal Air -logo		85014029	4/14/2010
Kronus		85060761	6/11/2010
Muffle-Air		85159537	10/22/2010
Nyx		85077193	7/2/2010
Oceanus		85205033	12/23/2010
Ra		85307760	4/28/2011
Sun Spool		85271283	3/18/2011
Super Spectrum Reflector		85248436	2/22/2011

Pending Trademarks

Switchable Remote Ballast		85337921	6/3/2011
Teik-Wave		85231606	2/1/2011
Trapezoidal Hanger- (Design Mark)		85287080	4/5/2011
Urban Ocean		85228617	1/28/2011
Whiteout		85346764	6/15/2011

Dead Trademarks

TRADEMARK	REGISTRATION	SERIAL	FILING DATE
Air Force (abandoned)		77917347	1/21/2010
Aluma Pro		77078370	8-Jan-07
Diamond Logo No longer in use?	2214316		10/1/1997
Liberty		77796885	8/4/2009
Super Square		77804748	8/14/2009
Super Spectrum Reflector	2545362		1/29/2000
Fresh		77732870	1/8/2009
Ideal-Air (new app sent for ideal Air)		77898524	12/21/2009
Sun System Horti. Lighting Systems (NEW APP. SENT. NOW SUN SYSTEM)	2216151		10/1/1997
Sun System (new app sent)	2210563		8/6/1997
The Hut		77258605	8/17/2007
Logo w/ Lettering			3/12/2008
Reef Optix (new app. Sent)	2734931	78161216	9/5/2002
Grow Amp (abandoned)		77863907	11/6/2009
Ultra Sun (Supplemental)		85088973	7/20/2010
Ultra Sun "A" logo		85088762	7/20/2010
Trigger Light		85125894	9/9/2010
Switchable Remote Ballast	FILED NEW APP ON SUPPLEMENTAL REG.	85248337	2/22/2011
Golden Grow		85217443	1/13/2011

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of July, 2011, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Sunlight Supply, Inc., a Washington corporation ("Borrower"), the other Loan Parties party thereto, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lenders, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits 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 Administrative Agent, for the benefit of the Lenders, 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of the Lenders, to secure the Secured 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 Trademarks and Licenses of Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License of Trademarks; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any License of Trademarks.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lenders 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 Administrative Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each 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 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. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize 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 Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. 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. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit, cash collateralizing the LC Exposure as provided in the Credit Agreement) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT ADMINISTRATIVE AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE ADMINISTRATIVE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. ADMINISTRATIVE AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADMINISTRATIVE AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. ADMINISTRATIVE AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. IF ANY ACTION OR PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS TRADEMARK SECURITY AGREEMENT OR ANY DOCUMENT RELATED HERETO AND EACH PARTY HERETO OR THERETO DOES NOT SUBSEQUENTLY WAIVE IN AN EFFECTIVE MANNER UNDER CALIFORNIA LAW ITS RIGHT TO A TRIAL BY JURY, (a) THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE OR REFEREES TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND TO REPORT A STATEMENT OF DECISION, PROVIDED THAT ANY SUCH ISSUES PERTAINING TO A "PROVISIONAL REMEDY" AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT, AND (b) GRANTORS SHALL BE SOLELY RESPONSIBLE TO PAY ALL FEES AND EXPENSES OF ANY REFEREE APPOINTED IN SUCH ACTION OR PROCEEDING.

[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:

SUNLIGHT SUPPLY, INC.,
a Washington corporation

By: 
Name: Craig Hargreaves
Title: President

7-22-11

IP HOLDINGS, LLC,
a Washington limited liability company


By: 
Name: Craig Hargreaves
Title: Its Sole Member

[Signature page to Trademark Security Agreement]

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**JPMORGAN CHASE BANK, N.A.,
as Administrative Agent**

By: 
Name: Annaliese Fisher
Title: Vice President

[Signature page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

See the attached list of "Registered Trademarks" and "Pending Trademarks."

Trademarks Not Currently In Use

See the attached list of "Dead Trademarks"

Trademark Licenses

- 1) Intellectual Property License Agreement dated April 19, 2002 between IP Holdings, LLC and Sunlight Supply, Inc.
- 2) Amendment to Intellectual Property License Agreement dated September 1, 2004
- 3) Amended and Restated Intellectual Property License Agreement dated July 19, 2011

