

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Worm's Way, Inc.		12/29/2011	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Keybank National Association		
Street Address:	10 West Market Street, Suite 900		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1870181	WORM'S WAY	
Registration Number:	1870183		
Registration Number:	3969439	SUNLEAVES GARDEN PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	(317)231-7433		
Email:	bmcginnis@btlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Brian J. McGinnis		
Address Line 1:	11 South Meridian Street		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	324400-1247		
NAME OF SUBMITTER:	Brian J. McGinnis		
Signature:	/bmcginnis/		

CH \$90.00 1870181

Date:

01/09/2012

Total Attachments: 4

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, WORM'S WAY, INC., an Indiana corporation (the "Grantor"), hereby grants to KEYBANK NATIONAL ASSOCIATION (the "Grantee"), a continuing security interest in (a) all of the Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade styles and service marks and all trademark registrations and trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof, (c) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (d) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (e) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (f) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (g) the right to sue for past, present and future infringements thereof, (h) all rights corresponding thereto, (i) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks and (j) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks.

THIS GRANT is made to secure the satisfactory performance and payment of all the Liabilities of the Grantor, as such term is defined in the Security Agreement between the Grantor and the Grantee, dated as of December 29, 2011 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 29th day of December, 2011.

WORM'S WAY, INC., as Grantor



By: [Signature]
Claude Eastridge, Vice President
of Operations

STATE OF INDIANA)
)SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Claude Eastridge, known to me to be the Vice President of Operations of Worm's Way, Inc., and acknowledged the execution of the foregoing Grant of Security Interest in United States Trademarks for and on behalf of said corporation.

Witness my hand and Notarial Seal, this 29 day of December, 2011.

[Signature]
Notary Public - Signature

Rebecca Slaga
Notary Public - Printed

My Commission Expires:
4-7-18

My County of Residence:
marion

KEYBANK NATIONAL ASSOCIATION, as Grantee

By: *Douglas Dell*
Douglas Dell, Vice President &
Senior Banker

STATE OF INDIANA)
)SS:
COUNTY OF Marion

Before me, a Notary Public in and for said County and State, personally appeared Douglas Dell, known to me to be the Vice President & Senior Banker of KEYBANK NATIONAL ASSOCIATION, and acknowledged the execution of the foregoing Grant of Security Interest in United States Trademarks for and on behalf of said national banking association.

Witness my hand and Notarial Seal, this 29 day of December, 2011.



Rebecca Slaga
Notary Public - Signature



Rebecca Slaga
Notary Public - Printed

My Commission Expires:
4-7-18

My County of Residence:
Marion

SCHEDULE A

Trademarks

<u>Application or Registration No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration Date</u>
1870181	Word Mark: Worm's Way	US	12/27/94
1870183	Mark: 	US	12/27/94
3969439	Mark:  Word Mark: Sunleaves Garden Products	US	05/31/11