

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
Premier Tech Home & Garden Inc.		03/19/2012	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce
Street Address:	201 Queens Quay West
Internal Address:	Suite 705
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 1A7
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2646133	HORTIBEC
Registration Number:	2854998	NATURE MIX

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1090 Vermont Avenue NW, Suite 430
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	188956
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DOMESTIC REPRESENTATIVE

CH \$65.00 2646133

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/02/2012

Total Attachments: 18

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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):

Premier Tech Home & Garden Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Ontario, Canada
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 19, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: _____

Street Address: _____

City: _____

State: _____

Country: _____ Zip: _____

- Individual(s) Citizenship _____
 Association Citizenship _____
 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) _____ Text _____

B. Trademark Registration No.(s) _____

See attached Schedule

See attached Schedule

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: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212/299-5600

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

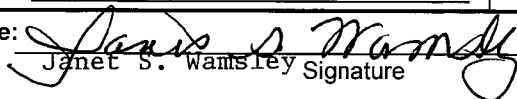
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Janet S. Wamsley Signature

5/1/12

Date

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GENERAL SECURITY AGREEMENT

TO: **CANADIAN IMPERIAL BANK OF COMMERCE,**
as Agent and as Lender, for and on behalf of all the Lenders
207 Queens Quay West
Suite 705
Toronto, Ontario
M5J 1A7

(hereinafter the **Agent**)

GRANTED BY: **PREMIER TECH HOME & GARDEN INC.**
150 Savannah Oaks Drive
Brantford Ontario
N3V 1E7

(hereinafter the **Debtor**)

SECTION 1 – GRANT OF SECURITY INTEREST

1.1 Security Interest

As a general and continuing security for the payment and performance of any and all indebtedness, obligations and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Obligors to the Agent, as agent or lender, for itself and on behalf of such other lenders (the **Lenders**) as may become a party to the Amended and Restated Loan Agreement (as such term is defined below) from time to time or remaining unpaid by the Debtor to the Agent and/or the Lenders, under or in connection with the Amended and Restated Loan Agreement, the Guarantee Agreement, or any other Loan Document (as such terms are defined below), wheresoever and howsoever incurred and howsoever evidenced, whether arising from dealings between the Agent or any of the Lenders and any Obligor or from other dealings or proceedings by which any Obligor may be or become in any manner indebted, obligated or liable to the Agent and/or any of the Lenders under or in connection with the Loan Documents, and wherever incurred and in any currency and whether incurred by any Obligor alone or with another or others and whether as principal, guarantor or surety, and all interest, commissions, cost of realization, legal and other costs, charges and expenses (all of the foregoing being herein collectively called the **Obligations**) the Debtor, **IN CONSIDERATION OF THE OBLIGATIONS** and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, assigns and transfers to the Agent (for itself and on behalf of the Lenders), and grants to the Agent (for itself and on behalf of the Lenders) a continuing security interest in, all of the Debtor's right, title and interest in and to all the property, assets and undertaking of the Debtor of whatsoever nature and kind, whether now owned or hereafter-acquired by or on behalf of the Debtor, wherever located (the **Collateral**) including, without limitation:

(a) Accounts Receivable

All debts, book debts, accounts, accounts receivable, receivables, claims, demands, moneys and choses in action whatsoever including, without limitation, claims against the Crown and claims under insurance policies, which are now owned by or are due, owing or accruing due to the Debtor or which may hereafter be owned by or become due, owing or accruing due to the Debtor together with all contracts, securities, bills, notes, lien notes, judgments, chattel mortgages, mortgages and all other rights, benefits and documents now or hereafter taken, vested in or held by the Debtor in respect of or as security for the

same and the full benefit and advantage thereof, and all rights of action or claims which the Debtor now has or may at any time hereafter have against any person or persons, firm or corporation in respect thereof (all of the foregoing being herein collectively called the **Accounts Receivable**);

(b) **Inventory**

All inventory of whatever kind now or hereafter owned by the Debtor or in which the Debtor now or hereinafter has an interest or right of any kind, and all accessions thereto and products thereof, including, without limitation, all goods, merchandise, raw materials, goods in process, finished goods, packaging and packing material and other tangible personal property now or hereafter held for sale, lease, rental or resale or that are to be furnished or have been furnished under a contract of service or that are to be used or consumed in the business of the Debtor (all of the foregoing being herein collectively called the **Inventory**);

(c) **Equipment**

All goods now or hereafter owned by the Debtor which are not inventory or consumer goods as defined in the PPSA (as hereinafter defined) including, without limitation, all fixtures, equipment, machinery, tools, furniture, vehicles and other tangible personal property (all of the foregoing being herein collectively called the **Equipment**);

(d) **Chattel Paper, Instruments, Securities, etc.**

All chattel paper, instruments, warehouse receipts, bills of lading and other documents of title, whether negotiable or non-negotiable, shares, stock, warrants, bonds, debentures, debenture stock or other securities, now or hereafter owned by the Debtor;

(e) **Intangibles**

All intangibles now or hereafter owned by the Debtor including, without limitation, all contractual rights, goodwill, patents, trade marks, trade names, copyrights, industrial designs and other industrial or intellectual property or rights therein (including, in particular, and without limitation, the intellectual property rights described in Schedule A attached hereto); rights to payment for credit extended; deposits, amounts due to the Debtor, credit memoranda in favour of the Debtor, warranty claims; tax refunds and abatements; insurance refunds and premium rebates; all means and vehicles of investments or hedging, including, without limitation, options, warrants and futures contracts; records, customer lists; telephone numbers; goodwill; causes of action; judgments; payments under any settlement or other agreement; literary rights; rights to performance; royalties; license and/or franchise fees; rights of admission; licenses; franchises; license agreements, including all rights of the Debtor to enforce same; permits, certificates of convenience and necessity, and similar rights granted by any governmental authority; internet addresses and domain names; developmental ideas and concepts; proprietary processes; blueprints, drawings, designs, diagrams, plans, reports and charts; catalogues; technical data; computer software programs (including the source and object codes therefore), computer records, computer software, rights of access to computer record service bureaus, service bureau computer contracts, and computer data; tapes, disks, semi-conductors chips and printouts; user technical reference, and other manuals and materials; patents, patent applications and patents pending; trade secret rights, copyrights, copyright applications, mask work rights and interests, and derivative works and interests; trade names, trademarks, trademark applications, service marks, and service mark applications, together with all goodwill connected with and symbolized by any of the foregoing; all other general intangible property of the Debtor in the nature of intellectual property; proposals; cost estimates, and reproductions on paper, or otherwise, of any and all concepts or ideas, and any matter related to, or connected with, the design, development, manufacture, sale, marketing, leasing, or use of any or all property produced, sold, or leased, by or credit extended or services performed, by the Debtor, whether intended for an individual customer or the general business of the Debtor, or used or useful in connection with research by the Debtor; all of the foregoing now or hereafter owned by the Debtor (all of the foregoing being herein collectively called the **Intangibles**);

(f) **Books and Accounts, etc.**

With respect to the personal property described in Paragraphs (a) to (e) inclusive, all books, accounts, including but not limited to securities accounts, invoices, deeds, documents, writings, letters, papers, security certificates and other records in any form evidencing or relating thereto and all contracts, securities, security entitlements, instruments and other rights and benefits in respect thereof and/or to the operation of Debtor's business, and all rights of access to such books, records, and information, and all property in which such books, records, and information are stored, recorded and maintained;

(g) **Other Property**

The uncalled capital, money, rights, bills of exchange, negotiable and non-negotiable instruments, judgments and securities not otherwise described in Paragraphs (a) to (f) inclusive;

(h) **Replacements, etc.**

With respect to the personal property described in Paragraphs (a) to (g) inclusive, all substitutions and replacements thereof, increases, additions and accessions thereto and any interest of the Debtor therein;

(i) **Other Rights**

All liens, guarantees, rights, remedies and privileges pertaining to any of the foregoing ((a) through (h)), including the right of stoppage in transit; and

(j) **Proceeds**

With respect to the personal property described in Paragraphs (a) to (i) inclusive, personal property in any form or fixtures derived directly or indirectly from any dealing with such property or that indemnifies or compensates for such property destroyed or damaged and proceeds of proceeds whether of the same type, class or kind as the original proceeds.

1.2 Definitions and Interpretation

In this Security Agreement:

- (a) Capitalized terms not otherwise defined herein shall have the same meanings as ascribed to them in the Amended and Restated Loan Agreement;
- (b) Any reference to the **PPSA** is a reference to the *Personal Property Security Act* (Ontario);
- (c) Terms used herein and defined in the **PPSA** shall have the same meanings as in the **PPSA** unless the context otherwise requires;
- (d) Any reference to the **STA** is a reference to the *Security Transfer Act, 2006* (Ontario);
- (e) Any reference to **Collateral** shall, unless the context otherwise requires, refer to "Collateral or any part thereof";
- (f) The term **security interest** and the grant of the **security interest** herein shall include, without limitation, a fixed mortgage, hypothecation, pledge, charge and assignment of the Collateral in favour of the Agent (for itself and on behalf of the Lenders);

- (g) The term **encumbrance** shall include, without limitation, a security interest, lien, hypothec, claim, charge, deemed trust or encumbrance of any kind whatsoever;
- (h) **Amended and Restated Loan Agreement** shall mean that certain Amended and Restated Loan Agreement entered into among, *inter alia*, the Debtor, the Agent, the Lenders and the other Obligors signatories thereto, dated as of the date hereof, as such agreement may be amended, restated, supplemented, replaced or otherwise modified from time to time;
- (i) **Event of Default** has the meaning ascribed thereto in the Amended and Restated Loan Agreement;
- (j) **Guarantee Agreement** shall mean that certain guarantee agreement between the Debtor and the Agent (for itself and on behalf of the Lenders), executed on the date herewith (as from time to time amended, restated, supplemented, replaced or otherwise modified); and
- (k) **Loan Documents** has the meaning ascribed thereto in the Amended and Restated Loan Agreement;

1.3 **Leases**

The last day of the term of any lease of real property, oral or written, or any agreement therefor, now held or hereafter acquired by the Debtor, shall be excepted from the security interest hereby granted and shall not form part of the Collateral, but the Debtor shall stand possessed of such one day remaining, upon trust to assign and dispose of the same as the Agent or any assignee of such lease or agreement shall direct.

1.4 **Exception**

If any Collateral contains a provision which provides in effect that such Collateral may not be assigned, sub-leased, charged or encumbered without the leave, license, consent or approval of another person, the application of the security interest created hereby to any such Collateral shall be conditional upon such leave, license, consent or approval having been obtained.

1.5 **Debtor Remains Liable**

Notwithstanding anything herein to the contrary:

- (a) the Debtor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all its duties and obligations thereunder to the same extent as if this Security Agreement had not been executed;
- (b) the exercise by the Agent of any of the rights or remedies hereunder shall not release the Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral; and
- (c) the Agent shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Security Agreement, nor shall the Agent be obligated to perform any of the obligations or duties of the Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 2 – REPRESENTATIONS AND WARRANTIES

2.1 Incorporation by Reference

In addition to and not in substitution for any representation and warranty contained in this Security Agreement, the Debtor does hereby represent and warrant to and in favour of the Agent and the Lenders that each representation and warranty made in the Amended and Restated Loan Agreement by the Debtor and/or each of the other relevant Obligor, inasmuch as applicable to the Debtor, is hereby reiterated and restated by the Debtor and each such representation and warranty is hereby incorporated by reference, *mutatis mutandis*, and is hereby confirmed as true and correct as of the date hereof.

SECTION 3 – COVENANTS OF THE DEBTOR

3.1 Incorporation by Reference

In addition to and not in substitution for any covenant, agreement, undertaking and condition contained in this Security Agreement, the Debtor does hereby covenant and agree with the Agent and the Lenders, that it shall comply with, and ensure the compliance of, all covenants, agreements, undertakings and conditions given by the Debtor and/or each of the other relevant Obligor in the Amended and Restated Loan Agreement, and each such covenant, agreement, undertaking and condition is hereby incorporated by reference, *mutatis mutandis*. In addition, the Debtor covenants and agrees with the Agent that so long as there shall remain any Obligations of or affecting any party to this Security Agreement.

3.2 Assignment of Security Interest

- (a) If at any time Debtor shall take a security interest in any property of an account debtor or any other person to secure payment and performance of an Account, Debtor shall promptly notify Agent and assign such security interest to the Agent upon request. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of, and transferees from, the account debtor or other person granting the security interest.
- (b) To the extent that Debtor is a beneficiary under any written letter of credit now or hereafter issued in favor of Debtor, Debtor shall notify Agent and shall deliver such letter of credit to the Agent upon request. The Agent shall from time to time, at the request and expense of Debtor, make such arrangements with Debtor as are in the Agent's reasonable judgment necessary and appropriate so that Debtor may make any drawing to which Debtor is entitled under such letter of credit, without impairment of the Agent's perfected security interest in Debtor's rights to proceeds of such letter of credit or in the actual proceeds of such drawing. At the Agent's request, Debtor shall, for any letter of credit, whether or not written, now or hereafter issued in favor of Debtor as beneficiary, execute and deliver to the issuer and any confirmer of such letter of credit an assignment of proceeds form, in favor of the Agent and satisfactory to the Agent and such issuer or (as the case may be) such confirmer, requiring the proceeds of any drawing under such letter of credit to be paid directly to the Agent.

SECTION 4 – SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Incorporation by Reference

All representations, warranties, covenants, agreements, undertakings and conditions made by the Debtor and/or each of the other relevant Obligor in the Loan Documents, which, if not true, accurate and complete when made and which, if not performed in accordance with the terms thereof, are material, shall be considered to have been relied on by the Agent or the Lenders and shall survive the execution and delivery of this Security Agreement or any investigation made at any time by or on behalf of the Agent and any disposition or payment of the Obligations until repayment and performance in full of the Obligations and termination of all rights of the Debtor that, if exercised, would result in the existence of Obligations.

SECTION 5 – COLLECTION OF PROCEEDS

5.1 Payments to the Agent

The Debtor shall to the extent required by the Amended and Restated Loan Agreement:

- (a) collect and enforce payment of all Accounts Receivable (except as provided in Section 5.2) and shall dispose of and receive payment for all Inventory in accordance with the terms of the Amended and Restated Loan Agreement and/or this Security Agreement;
- (b) receive and hold in trust for the Agent all payments on or instruments received in respect of the Collateral, all rights by way of suretyship or guarantee which the Debtor now has or may hereafter acquire to enforce payment on the Collateral and all rights in the nature of a security interest whereby the Debtor may satisfy any Collateral out of property, and all non-cash proceeds of any such collection, disposition or realization of any of the Collateral shall be subject to the security interest hereby created;
- (c) endorse to the Agent and forthwith deliver to it all such payments and instruments in the form received by the Debtor; and
- (d) forthwith deliver to the Agent all property in the Debtor's possession or hereafter coming into its possession through enforcement of any such rights.

5.2 Account Debtor

Upon the occurrence and during the continuance of an Event of Default, the Agent may notify an account debtor or debtor under any Accounts Receivable of the assignment of the Accounts Receivable to the Agent (for itself and on behalf of the Lenders) and require such person to make payment to the Agent in respect of any of the Accounts Receivable and the Agent may hold all amounts acquired or received from any such account debtors or obligors, together with income on such amounts, as part of the Collateral and as security for the Obligations.

SECTION 6 – DEFAULT

6.1 Default

The Obligations secured hereby shall become immediately due and payable in full and the security interests hereby constituted shall become enforceable if an Event of Default shall occur and be continuing (herein called a **Default**).

6.2 Demand Nature of Obligations

The Debtor agrees that the provision of defaults in Section 6.1 shall not derogate from any demand nature of the Obligations as provided in the Amended and Restated Loan Agreement as at any time without restriction, whether or not the Debtor has complied with the provisions of this Security Agreement or any other agreement or instrument between it and the Agent and/or any Lender. The Debtor agrees that upon the occurrence of a Default that is continuing under Section 6.1, the security interests hereby constituted shall become enforceable and the Agent shall be entitled to exercise and enforce any or all of the remedies herein provided or which may otherwise be available to the Agent by statute, at law or in equity and all amounts secured hereby shall immediately be paid to the Agent (for itself and on behalf of the Lenders) by the Debtor.

SECTION 7 – REMEDIES ON DEFAULT

If the security interests hereby constituted become enforceable, the Agent shall have, in addition to any other rights, remedies and powers which it may have at law, in equity, under the Amended and Restated Loan Agreement, the other Loan Documents, or under the PPSA, STA, the *Civil Code of Quebec* (the **CCQ**) or the Uniform Commercial Code (the **Code**) (whether or not the CCQ or the Code applies to the affected Collateral) the following rights, remedies and powers. For greater certainty, all of the provisions of this Section 7 shall be applicable only following the occurrence of an Event of Default that is continuing.

7.1 Powers Granted by Applicable Law

- (a) With respect to any Collateral consisting of Accounts Receivable, Intangibles, instruments, chattel paper and documents, the Agent may collect the Collateral with or without the taking of possession of any of the Collateral; and
- (b) With respect to any Collateral consisting of Accounts Receivable, the Agent may (i) demand, sue for, collect and receive any amounts relating thereto with or without notice to the Debtor, as the Agent may determine; (ii) commence and prosecute any actions in any court for the purposes of collecting any such Accounts Receivable and enforcing any other rights in respect thereof; (iii) give such receipts, discharges, releases and extensions of time and make such compromises in respect of any Accounts Receivable which may, in the Agent's absolute discretion, seem reasonably appropriate; (iv) receive, open and dispose of mail addressed to Debtor and endorse cheques, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing payment, shipment or storage of the goods giving rise to such Accounts Receivable or securing or relating to such Accounts Receivable, on behalf of and in the name of Debtor; and (v) sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any such Accounts Receivable or the goods or services which have given rise thereto, as fully and completely as though the Agent were the absolute owner thereof for all purposes.

7.2 Power of Entry

The Debtor shall forthwith upon demand assemble and deliver to the Agent possession of all of the Collateral at such place or places as may be specified by the Agent. The Agent may take such steps as it considers necessary or desirable to obtain possession of all or any part of the Collateral and, to that end, the Debtor agrees that the Agent, its servants or agents or Receiver (defined below) may enter upon lands and premises where the Collateral may be found for the purpose of taking possession of and/or removing the Collateral or any part thereof. In the event of the Agent taking possession of the Collateral, or any part thereof, the Agent shall have the right to maintain the same upon the premises on which the Collateral may then be situated. The Agent may, in a reasonable manner, take such action or do such things as to render any equipment unusable.

7.3 Power of Sale

The Agent may sell, lease or otherwise dispose of all or any part of the Collateral, as a whole or in separate parcels, by public auction, private tender or by private contract, with or without notice, except as otherwise required by applicable law, with or without advertising and without any other formality, all of which are hereby waived by the Debtor. Such sale, lease or disposition shall be on such terms and conditions as to credit and otherwise and as to upset or reserve bid or price as to the Agent, in its sole discretion, may seem advantageous. If such sale, transfer or disposition is made on credit or part cash and part credit, the Agent need only credit against the Obligations the actual cash received at the time of the sale. Any payments made pursuant to any credit granted at the time of the sale shall be credited against the Obligations as they are received. Each purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of the Debtor. The Agent may buy in or rescind or vary any contract for sale of all or any of the Collateral and may resell without being answerable for any loss occasioned thereby. Any such sale, lease or disposition may take place whether or not the Agent has taken possession of the Collateral. The Agent may, before any such sale, lease or disposition, perform any commercially reasonable repair, processing or preparation for disposition and the amount so paid or expended shall be deemed advanced to the Debtor by the Agent, shall become part of the Obligations, shall bear interest at the highest rate per annum charged by the Agent on the Obligations or any part thereof and shall be secured by this Security Agreement.

7.4 Validity of Sale

No person dealing with the Agent or its servants or agents shall be concerned to inquire whether the security hereby constituted has become enforceable, whether the powers which the Agent is purporting to exercise have become exercisable, whether any money remains due on the security of the Collateral, as to the necessity or expedience of the stipulations and conditions subject to which any sale, lease or disposition shall be made, otherwise as to the propriety or regularity of any sale or any other dealing by the Agent with the Collateral or to see to the application of any money paid to the Agent. In the absence of fraud on the part of such persons, such dealings shall be deemed, so far as regards the safety and protection of such person, to be within the powers hereby conferred and to be valid and effective accordingly.

7.5 Receiver-Manager

The Agent may, in addition to any other rights it may have, appoint by instrument in writing a receiver or receiver and manager (both of which are herein called a **Receiver**) of all or any part of the Collateral or may institute proceedings in any court of competent jurisdiction for the appointment of such a Receiver. Any such Receiver is hereby given and shall have the same powers and rights and exclusions and limitations of liability as the Agent has under this Security Agreement, at law or in equity. In exercising any such powers, any such Receiver shall, to the extent permitted by law, act as and for all purposes shall be deemed to be the agent of the Debtor and the Agent and the Lenders shall not be responsible for any act or default of any such Receiver. The Agent may appoint one or more Receivers

hereunder and may remove any such Receiver or Receivers and appoint another or others in his or their stead from time to time. Any Receiver so appointed may be an officer or employee of the Agent. A court need not appoint, ratify the appointment by the Agent of or otherwise supervise in any manner the actions of any Receiver. Upon the Debtor receiving notice from the Agent of the taking of possession of the Collateral or the appointment of a Receiver, all powers, functions, rights and privileges of each of the directors and officers of the Debtor with respect to the Collateral shall cease, unless specifically continued by the written consent of the Agent.

7.6 Carrying on Business

The Agent may carry on, or concur in the carrying on of, all or any part of the business or undertaking of the Debtor, may, to the exclusion of all others, including the Debtor, enter upon, occupy and use all or any of the premises, buildings, plant and undertaking of or occupied or used by the Debtor and may use all or any of the tools, machinery, equipment and intangibles of the Debtor for such time as the Agent sees fit, free of charge, to carry on the business of the Debtor and, if applicable, to manufacture or complete the manufacture of any inventory and to pack and ship the finished product.

7.7 Dealing with Collateral

The Agent may seize, collect, realize, dispose of, enforce, release to third parties or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions and at such time or times as may seem to it advisable, all of which without notice to the Debtor except as otherwise required by any applicable law. The Agent may demand, sue for and receive any Accounts Receivable with or without notice to the Debtor, give such receipts, discharges and extensions of time and make such compromises in respect of any Accounts Receivable which may, in the Agent's absolute discretion, seem bad or doubtful. The Agent may charge on its own behalf and pay to others, sums for costs and expenses incurred including, without limitation, legal fees and expenses on a solicitor and his own client scale and Receivers' and accounting fees, in or in connection with seizing, collecting, realizing, disposing, enforcing or otherwise dealing with the Collateral and in connection with the protection and enforcement of the rights of the Agent hereunder including, without limitation, in connection with advice with respect to any of the foregoing. The amount of such sums shall be deemed advanced to the Debtor by the Agent, shall become part of the Obligations, shall bear interest at the highest rate per annum charged by the Agent on the Obligations or any part thereof and shall be secured by this Security Agreement.

7.8 Retention of Collateral

Upon notice to the Debtor and subject to any obligation to dispose of any of the Collateral, as provided in the PPSA or the STA, the Agent may elect to retain all or any part of the Collateral in satisfaction of the Obligations or any of them.

7.9 Pay Encumbrances

The Agent may pay any encumbrance that may exist or be threatened against the Collateral. In addition, the Agent may borrow money required for the maintenance, preservation or protection of the Collateral or for the carrying on of the business or undertaking of the Debtor and may grant further security interests in the Collateral in priority to the security interest created hereby as security for the money so borrowed. In every such case the amounts so paid or borrowed together with costs, charges and expenses incurred in connection therewith shall be deemed to have been advanced to the Debtor by the Agent, shall become part of the Obligations, shall bear interest at the highest rate per annum charged by the Agent on the Obligations or any part thereof and shall be secured by this Security Agreement.

7.10 Application of Payments Against Obligations

Any and all payments made in respect of the Obligations from time to time and moneys realized on the Collateral may be applied to such part or parts of the Obligations as the Agent may see fit. The Agent shall, at all times and from time to time, have the right to change any appropriation as it may see fit. Any insurance moneys received by the Agent pursuant to this Security Agreement may, at the option of the Agent, be applied to rebuilding or repairing the Collateral or be applied against the Obligations in accordance with the provisions of this Section.

7.11 Set-Off

The Obligations will be paid by the Debtor without regard to any equities between the Debtor and the Agent and/or any Lender or any right of set-off or cross-claim. Any indebtedness owing by the Agent and/or any Lender to the Debtor may be set off and applied by the Agent against the Obligations at any time or from time to time either before or after maturity, without demand upon or notice to anyone and although such obligations may be matured or unmatured or otherwise fully secured. ANY AND ALL RIGHTS TO REQUIRE THE AGENT TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES ANY OF THE OBLIGATIONS PRIOR TO THE EXERCISE BY AGENT OF ITS RIGHT OF SETOFF UNDER THIS SECTION ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

7.12 Deficiency

If the proceeds of the realization of the Collateral are insufficient to repay the Agent and the Lenders all moneys due to them, the Debtor shall forthwith pay or cause to be paid to the Agent (either for itself or on behalf of the Lenders) such deficiency.

7.13 Agent Not Liable

Neither the Agent nor any of the Lenders shall be (a) liable or accountable for any failure to seize, collect, realize, dispose of, enforce or otherwise deal with the Collateral, (b) bound to institute proceedings for any such purposes or for the purpose of preserving any rights of the Agent, the Debtor or any other person, firm or corporation in respect of the Collateral, and (c) liable or responsible for any loss, cost or damage whatsoever which may arise in respect of any such failure including, without limitation, resulting from the negligence of the Agent or any of its officers, servants, agents, solicitors, attorneys, Receivers or otherwise. Neither the Agent nor any of the Lenders, nor their respective officers, servants, agents or Receivers shall be liable by reason of any entry into possession of the Collateral or any part thereof, to account as a mortgagee in possession, for anything except actual receipts, for any loss on realization, for any act or omission for which a mortgagee in possession might be liable, for any negligence in the carrying on or occupation of the business or undertaking of the Debtor as provided in Section 7.6 or for any loss, cost, damage or expense whatsoever which may arise in respect of any such actions, omissions or negligence.

7.14 Extensions of Time

The Agent and any of the Lenders may grant renewals, extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, perfect or fail to perfect any securities, release any part of the Collateral to third parties and otherwise deal or fail to deal with the Debtor, debtors of the Debtor, guarantors, sureties and others and with the Collateral and other securities as they may see fit, all without prejudice to the liability of the Debtor to the Agent and the Lenders or the Agent's and the Lenders' rights and powers under this Security Agreement.

7.15 Rights in Addition

The rights and powers conferred by this Section 7 are in supplement of and in addition to and not in substitution for any other rights or powers the Agent may have from time to time under this Security Agreement, the Amended and Restated Loan Agreement, the other loan Documents, the PPSA, the STA or under other applicable law. The Agent may proceed by way of any action, suit, remedy or other proceeding at law or in equity and no such remedy for the enforcement of the rights of the Agent shall be exclusive of or dependent on any other such remedy. Any one or more of such remedies may from time to time be exercised separately or in combination.

7.16 Waiver by Debtor

To the extent permitted by applicable law, Debtor hereby waives all rights of redemption, stay, valuation and appraisal which Debtor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

SECTION 8 – DEALING WITH COLLATERAL BY THE DEBTOR

8.1 Sale of Inventory

Prior to the occurrence of a Default that is continuing, the Debtor may, in the ordinary course of its business and on customary trade terms, lease or sell items of Inventory, so that the purchaser thereof takes title clear of the security interest hereby created. If such sale or lease results in an Account Receivable, such Account Receivable shall be subject to the security interest hereby created.

SECTION 9 – GENERAL

9.1 Security in Addition

The security hereby constituted is not in substitution for any other security for the Obligations or for any other agreement between the parties creating a security interest or hypothec in all or part of the Collateral, whether heretofore or hereafter made, and such security and such agreements shall be deemed to be continued and not affected hereby unless expressly provided to the contrary in writing and signed by the Agent and the Debtor. The taking of any action or proceedings or refraining from so doing, or any other dealing with any other security for the Obligations or any part thereof, shall not release or affect the security interest created by this Security Agreement and the taking of the security interest hereby created or any proceedings hereunder for the realization of the security interest hereby created shall not release or affect any other security held by the Agent for the repayment of or performance of the Obligations.

9.2 Grant of Non Exclusive License

For the purposes of enabling the Agent to exercise its rights and remedies under this Security Agreement (including, without limiting the terms of Section 7 hereof, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of the Collateral) at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, the Debtor hereby grants to the Agent (for itself and on behalf of the Lenders) an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Debtor) to use, license or sublicense any intellectual property now owned or hereafter acquired by the Debtor, and wherever the same may be located, and including such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

9.3 Waiver

Any waiver of a breach by the Debtor of any of the terms or provisions of this Security Agreement or of a Default under Section 6.1 must be in writing to be effective against and bind the Agent and/or the Lenders. No such waiver by the Agent shall extend to or be taken in any manner to affect any subsequent breach or Default or the rights of the Agent arising therefrom.

9.4 Further Assurances

The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, conveyances, instruments, transfers, assignments, security agreements and assurances as the Agent may reasonably require in order to give effect to the provisions and purposes of this Security Agreement including, without limitation, in respect of the Agent's enforcement of the security and its realization on the Collateral, and for the better granting, transferring, assigning, charging, setting over, assuring, confirming and/or perfecting the security interest of the Agent in the Collateral pursuant to this Security Agreement. The Debtor hereby constitutes and appoints any officer of the Agent at its above address, or any Receiver appointed by the Court or the Agent as provided herein, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do, make and execute all such assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient. The Debtor hereby authorizes the Agent to file such proofs of claim and other documents as may be necessary or advisable in order to prove its claim in any bankruptcy, proposed winding-up or other proceeding relating to the Debtor.

9.5 No Merger

Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish the liability of the Debtor to make payment of or satisfy the Obligations. The acceptance of any payment or alternate security shall not constitute or create any novation and the taking of a judgment or judgments under any of the covenants herein contained shall not operate as a merger of such covenants.

9.6 Notices

Except as otherwise provided herein, any service, notice or demand shall be given or made upon the Debtor in accordance with the provisions of the Amended and Restated Loan Agreement.

9.7 Continuing Security Interest and Discharge

This Security Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until payment and performance in full of the Obligations and the termination of the Amended and Restated Loan Agreement, notwithstanding any dealing between the Agent and the Debtor or any guarantor in respect of the Obligations or any release, exchange, non-perfection, amendment, waiver, consent or departure from or in respect of any or all of the terms or provision of any security held for the Obligations.

9.8 Governing Law

This Security Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

9.9 Security Interest Effective Immediately

Neither the execution or registration of this Security Agreement nor any partial advances by the Agent shall bind the Agent to advance any other amounts to the Debtor. The parties intend the security interest created hereby to attach and take effect forthwith upon execution of this Security Agreement by the Debtor and the Debtor acknowledges that value has been given and that the Debtor has rights in the Collateral and that it has received a copy of this Security Agreement.

9.10 Provisions Reasonable

The Debtor expressly acknowledges and agrees that the provisions of this Security Agreement and, in particular, those respecting remedies and powers of the Agent against the Debtor, its business and the Collateral upon default, are commercially reasonable and not manifestly unreasonable.

9.11 Number and Gender

In this Security Agreement, words importing the singular number include the plural and vice-versa and words importing gender include all genders.

9.12 Invalidity

In the event that any term or provision of this Security Agreement shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Security Agreement shall be unaffected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.13 Indemnity and Expenses

- (a) The Debtor agrees to indemnify and save harmless the Agent and the Lenders from and against any and all claims, losses and liabilities arising out of or resulting out of or resulting from this Security Agreement (including, without limitation, enforcement of this Security Agreement).
- (b) The Debtor will upon demand pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which the Agent may incur in connection with (i) the administration of this Security Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights or remedies of the Agent hereunder or (iv) the failure by the Debtor to perform or observe any of the provisions hereunder.

9.14 Binding Effect

All rights of the Agent and the Lenders hereunder shall enure to the benefit of their respective successors and assigns and all obligations of the Debtor hereunder shall bind the Debtor and its administrators, legal personal representatives, successors and assigns.

9.15 Precedence

In the event that any provisions of this Security Agreement contradict and are otherwise incapable of being construed in conjunction with the provisions of the Amended and Restated Loan Agreement, the provisions of the Amended and Restated Loan Agreement shall take precedence over those contained in this Security Agreement and, in particular, if any act of the Debtor is expressly permitted under the

Amended and Restated Loan Agreement but is prohibited under this Security Agreement, any such act shall be permitted under the Amended and Restated Loan Agreement and shall be deemed to be permitted under this Security Agreement.

9.16 Sections and Headings

The division of this Security Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

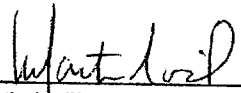
9.17 Language

The parties hereto acknowledge that they have requested and are satisfied that the foregoing, as well as all notices, actions and legal proceedings be drawn up in the English language. *Les parties à cette convention reconnaissent qu'elles ont exigé que ce qui précède ainsi que tous avis, actions et procédures légales soient rédigés et exécutés en anglais et s'en déclarent satisfaites.*

[Signature page follows]

IN WITNESS WHEREOF the Debtor has duly executed this Security Agreement as of the 19th
day of March, 2012.

PREMIER TECH HOME & GARDEN INC.

Per: 

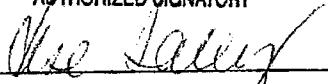
Name: Martin Noël

Title: Corporate Secretary

CANADIAN IMPERIAL BANK OF COMMERCE

Per: 

Name: **Joseph Arnone**
Title: **AUTHORIZED SIGNATORY**

Per: 

Name: **Lisa Daley**
Title: **AUTHORIZED SIGNATORY**

SCHEDULE A
Intellectual Property

Trademarks

CANADA

<u>MARK</u>	<u>APPL. #</u>	<u>REG. #</u>
HORTIBEC	695,708	TMA409,530
NATURE MIX	1,106,414	TMA577,879

UNITED STATES OF AMERICA

<u>MARK</u>	<u>APPL. #</u>	<u>REG. #</u>
HORTIBEC	75/624,294	2,646,133
NATURE MIX	78/129,716	2,854,998