

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Turf Products, LLC		11/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Connecticut Innovations, Incorporated		
Street Address:	865 Brook Street		
City:	Rocky Hill		
State/Country:	CONNECTICUT		
Postal Code:	06067		
Entity Type:	CORPORATION: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	1847970	NET	
Registration Number:	1875674	TPC	
Registration Number:	1847141	TPC TURF PRODUCTS CORPORATION	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	8606456229		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8606460121		
Email:	mbonanno@jwr.com		
Correspondent Name:	Michael Bonanno		
Address Line 1:	146 Main Street		
Address Line 4:	Manchester, CONNECTICUT 06045		
NAME OF SUBMITTER:	Michael Bonanno		
Signature:	/mjb/		

OP \$90.00 1847970

Date:

11/05/2013

**Total Attachments: 12**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of November 1, 2013, is made by and between Turf Products, LLC, a Delaware limited liability company, having an address at 157 Moody Road, Box 1200, Enfield, CT 06083 (“Debtor”), and CONNECTICUT INNOVATIONS, INCORPORATED (successor by merger to Connecticut Development Authority) (the “Security Party”), a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut, having an office at 865 Brook Street, Rocky Hill, Connecticut 06067.

### Recitals

The Debtor and the Secured Party are parties to a Loan Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the “Loan Agreement”) setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Obligations” means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Loan Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Loan Agreement).

“Patents” means all of the Debtor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Permitted Liens” means all liens permitted under Section 2.13 of the Loan Agreement.

“Trademarks” means all of the Debtor’s right, title and interest in and to:  
(i) trademarks, service marks, collective marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and collaterally assigns to, and grants the Secured Party a security interest (the “Security Interest”) in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is supplemented by a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(b) **Trademarks.** Exhibit B accurately lists all registered trademarks, applications to register trademarks, service marks, applications to register service marks, and to the Borrower’s knowledge, without inquiry or investigation, unregistered trademarks, mask works, and trade dress for which the Debtor is the owner of record. If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B, or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Affiliates.** [reserved].

(d) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter

arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Loan Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks material to its business against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** The Debtor will at its own expense maintain the issued Patents and the registered Trademarks to the extent reasonably advisable in its business.

(h) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of thirty (30) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party within ten (10) days after demand the amount of all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 5.

(j) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 5, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time, while an Event of Default exists, to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, while an Event of Default exists, to enforce its security interest in the Patents or Trademarks and rights related thereto. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney

granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

5. Remedies. While an Event of Default exists, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) Subject to compliance with applicable law, the Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks and apply, toward the Obligations, the consideration and/or proceeds received in connection therewith.

(c) Subject to compliance with applicable law, the Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

6. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by (a) the Secured Party and (b) with respect to any amendments, modifications or waivers that impose additional Obligations on the Debtor, the Debtor. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the Commonwealth of Massachusetts without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in

any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

(SIGNATURES APPEAR ON FOLLOWING PAGE)

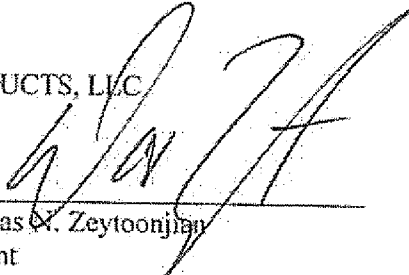
IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

WITNESS:

Jean L. Melonis  
Ramon M. Staras

DEBTOR:

TURF PRODUCTS, LLC

By:   
Name: Douglas X. Zeytoonjian  
Title: President

SECURED PARTY:

CONNECTICUT INNOVATIONS,  
INCORPORATED

By: \_\_\_\_\_

Name: Linda L. Wieleba

Title: Senior Vice President



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

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

DEBTOR:

TURF PRODUCTS, LLC

By: \_\_\_\_\_  
Name: Douglas N. Zeytoonjian  
Title: President

Paul M. Fa

Renee Burrus  
Renee Burrus

SECURED PARTY:

CONNECTICUT INNOVATIONS,  
INCORPORATED

By: Linda L. Wieleba

Name: Linda L. Wieleba

Title: Senior Vice President

EXHIBIT A

None.

EXHIBIT B

<u>Mark(1)</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Expiration Date</u>
NET (and design)	1847970	August 2, 1994	August 2, 2014
TPC (and design)	1875674	January 24, 1995	January 24, 2015
TPC Turf Products Corporation (and design)	1847141	July 26, 1994	July 26, 2014

SPECIAL POWER OF ATTORNEY

STATE OF CONNECTICUT  
COUNTY OF HARTFORD

KNOW ALL PERSONS BY THESE PRESENTS, THAT Turf Products, LLC, a Delaware limited liability company (referred to herein as the "Assignor") having an address at 157 Moody Road, Box 1200, Enfield, CT 06083, hereby appoints and constitutes CONNECTICUT INNOVATIONS, INCORPORATED (hereinafter called "Assignee"), its true and lawful attorney, with full power and authority to perform the following acts on behalf of Assignor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any letters patent and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, related goodwill and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

3. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.

This power of attorney is made pursuant to the Patent and Trademark Security Agreement, dated as of the date hereof (the "P&T Security Agreement"), between the Assignor and the Assignee, and may be exercised and takes effect solely for the purposes of subsection 3(h) of the P&T Security Agreement and is subject to the conditions thereof it being effective only upon the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement, dated as of the date hereof (the "Loan Agreement"), between the Assignor and Assignee) and may not be revoked until the payment and performance of all Obligations (as defined in the Security Agreement dated the date hereof between Assignor and Assignee), at which time this the power of attorney shall automatically terminate without the necessity of any further action.

This Special Power of Attorney may be introduced in evidence or used for any other purpose without any other counterpart, but all of which shall together constitute one and the same agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Dated: November 1st 2013

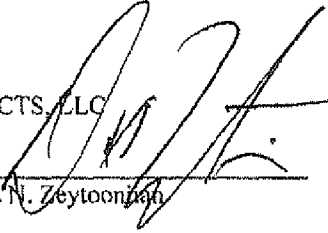
IN WITNESS WHEREOF, the Assignor has executed this Special Power of Attorney as of the date written above.

WITNESS:

Juan C. Melius

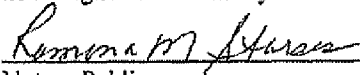
ASSIGNOR:

TURF PRODUCTS, LLC

By:   
Name: Douglas N. Zeytoonjian  
Title: President

STATE OF CONNECICUT  
SS  
COUNTY OF HARTFORD

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned notary public, personally appeared Douglas N. Zeytoonjian, President of TURF PRODUCTS, LLC, proved to me through satisfactory evidence of identification, which was a drivers license, to be the person whose name is signed on behalf of TURF PRODUCTS, LLC, on the preceding or attached document, and acknowledged to me that he/she so signed it voluntarily for its stated purpose.

  
Notary Public  
Name: Ramona M. Stares  
My Commission Expires: May 31, 2018