

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
HARVEST POWER, INC.		11/04/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD, SUITE 150
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	85454815	GARDEN PRO
Serial Number:	85454824	HARVEST GARDEN PRO
Serial Number:	85520057	THE POWER OF WE
Serial Number:	85525107	ORGANICS OPERATING SYSTEM
Serial Number:	85525155	ORGANICS OS
Serial Number:	85525207	HARVEST OS
Serial Number:	78426989	COLOURSCAPES
Serial Number:	77982733	
Serial Number:	77982732	SUPERPOWERED
Serial Number:	74250646	GARDEN PRO
Serial Number:	74485946	FANTASY SAND
Serial Number:	75135123	SOIL KING
Serial Number:	78144114	ICBIN
Serial Number:	78439792	GARDEN PRO

CH \$415.00 85454815

Serial Number:	78439794	NATURE'S PRIDE
Serial Number:	78441679	NATURE'S PRIDE

CORRESPONDENCE DATA

Fax Number: 4155911400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (415) 591-1000
Email: tsien@winston.com
Correspondent Name: Ted Sien
Address Line 1: 101 California Street, Suite 3900
Address Line 2: Winston & Strawn LLP
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	250121.1 (HARVEST POWER)
NAME OF SUBMITTER:	LOREN KESSLER HIGGINS, ESQ.
Signature:	/LOREN KESSLER HIGGINS, ESQ./
Date:	11/06/2013

Total Attachments: 5
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SECOND AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Second Amendment to Plain English Intellectual Property Security Agreement dated November 4, 2013 by and between TriplePoint Capital LLC, a Delaware company and Harvest Power, Inc., a Delaware corporation (the "Amendment").

RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the Grantor, which is Harvest Power, Inc. and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and Harvest Power, Inc.

B. The Parties entered into an Amended and Restated Plain English Growth Capital Loan and Security Agreement dated June 30, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of November 20, 2009 and First Amendment to Plain English Intellectual Property Security Agreement dated as of June 30, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

⇒ **Schedule B** to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior grant, and grant to Us a continuing, security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment.

Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

You: HARVEST POWER, INC.

Signature: 

Print Name: John Eustermann

Title: Senior VP, General Counsel and Secretary

SUPPLEMENT TO SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Harvest Power, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

(See attached)

Harvest Power, Inc.						
Trademark	Country	Application No.	Date Filed	Registration No.	Registration Date	Status/Action Item
GARDEN PRO	U.S.	85/464,816	10/24/2011	4,398,815	9/3/2013	Aff. Of Use Due 9/3/2019.
HARVEST GARDEN PRO	U.S.	85/454,824	10/24/2011	N/A	N/A	Statement of Use Due 12/18/2013.
THE POWER OF WE	U.S.	86/520,057	1/19/2012	N/A	N/A	Statement of Use Due 12/18/2013.
ORGANICS OPERATING SYSTEM	U.S.	85/525,107	1/25/2012	N/A	N/A	Statement of Use Due 1/2/2014.
ORGANICS OS	U.S.	85/525,155	1/25/2012	N/A	N/A	Statement of Use Due 1/2/2014.
HARVEST OS	U.S.	85/525,207	1/25/2012	N/A	N/A	Statement of Use Due 12/18/2013.
COLOURSCAPES	U.S.	78/426,989	5/29/2004	3,083,653	4/18/2006	Renewal Due 4/18/2016.
Miscellaneous Design (Harvest Icon)	U.S.	77/982,733	11/13/2009	4,096,673	2/7/2012	Aff. Of Use Due 2/7/2018. Renewal Due 2/7/2022.
SUPERPOWERED	U.S.	77/982,732	11/13/2009	4,096,672	2/7/2012	Aff. Of Use Due 2/7/2018. Renewal Due 2/7/2022.
GARDEN PRO	U.S.	74/260,646	2/26/1992	1,786,370	8/10/1993	Renewal Due 8/10/2023.
FANTASY SAND	U.S.	74/485,946	2/3/1994	1,911,855	8/15/1995	Renewal Due 8/15/2015.
SOIL KING	U.S.	75/135,123	7/18/1998	2,330,480	3/21/2000	Renewal Due 3/21/2020.
ICBIN	U.S.	78/144,114	7/15/2002	2,944,791	4/28/2005	Renewal Due 4/28/2015.
GARDEN PRO	U.S.	78/439,792	6/23/2004	2,984,856	9/13/2005	Renewal Due 9/13/2015.
NATURE'S PRIDE	U.S.	78/439,794	6/23/2004	3,001,446	9/27/2005	Renewal Due 9/27/2015.
NATURE'S PRIDE	U.S.	78/441,679	6/25/2004	2,989,555	8/30/2005	Renewal Due 8/30/2015.