

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           |
|-----------------------|----------|----------------|-----------------------|
| Pennington Seed, Inc. |          | 12/05/2013     | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

|                   |  |
|-------------------|--|
| Name:             | SunTrust Bank, as Administrative Agent |
| Street Address:   | 303 Peachtree Street                   |
| Internal Address: | 23rd Floor                             |
| City:             | Atlanta                                |
| State/Country:    | GEORGIA                                |
| Postal Code:      | 30308                                  |
| Entity Type:      | Banking Corporation: GEORGIA           |

PROPERTY NUMBERS Total: 84

| Property Type  | Number   | Word Mark                       |
|----------------|----------|---------------------------------|
| Serial Number: | 85043148 | ALLSEED                         |
| Serial Number: | 85340655 | AMERICA'S LAWN                  |
| Serial Number: | 78397144 | AMERICA'S LAWN                  |
| Serial Number: | 85282012 | AMERICA'S PASTURE               |
| Serial Number: | 73378429 | BIRD-KOTE                       |
| Serial Number: | 85048564 | BIRD'S EYE VIEW NATURE INSPIRED |
| Serial Number: | 85125967 |                                 |
| Serial Number: | 85089918 | CEDAR SQUIRREL SNACKER          |
| Serial Number: | 85047585 | CEDAR WORKS                     |
| Serial Number: | 85047598 | CEDAR WORKS                     |
| Serial Number: | 85520089 | CHICK-A-DEE                     |
| Serial Number: | 74549352 |                                 |
| Serial Number: | 74074042 |                                 |

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|                |          |  |
|----------------|----------|--|
| Serial Number: | 77859343 | COMPLETE SEEDING MIX                     |
| Serial Number: | 78552842 | COOPERATIVE TURFGRASS BREEDERS TEST      |
| Serial Number: | 74583478 | DELUXE DINNER MIX                        |
| Serial Number: | 85207322 | DR DISEASE RESISTANT                     |
| Serial Number: | 78271037 | ELIMINATOR                               |
| Serial Number: | 77932357 | ER EXTENDED ROOT SEED VARIETIES          |
| Serial Number: | 76322967 | FRONT RUNNER IN TURF GRASS RESEARCH      |
| Serial Number: | 85126172 | THE GRASS SEED PEOPLE                    |
| Serial Number: | 73646940 | GREEN CHARM                              |
| Serial Number: | 74016386 | GREEN CHARM                              |
| Serial Number: | 74801487 | GREEN CHARM                              |
| Serial Number: | 85520062 | GROW BEAUTIFULLY WITH PENNINGTON         |
| Serial Number: | 85125991 |  |
| Serial Number: | 74584384 |  |
| Serial Number: | 77227905 | MYCO ADVANTAGE                           |
| Serial Number: | 85731017 | NATURE'S HEAT                            |
| Serial Number: | 78424611 | NATURE'S MARKET                          |
| Serial Number: | 85282001 | PASTURE MASTER                           |
| Serial Number: | 72272677 | PENNAQUA PAC                             |
| Serial Number: | 73534106 | PENNGREEN                                |
| Serial Number: | 85449316 | PENNINGTON                               |
| Serial Number: | 78397658 | PENNINGTON                               |
| Serial Number: | 85126004 | PENNINGTON                               |
| Serial Number: | 85126164 | PENNINGTON 1 STEP COMPLETE               |
| Serial Number: | 85442380 | PENNINGTON AQUAGARDEN BEAUTIFULLY SIMPLE |
| Serial Number: | 78121809 | PENNINGTON MASTERPIECE COLLECTION        |
| Serial Number: | 77649433 | PENNINGTON NATURE'S HEAT PELLETS         |
| Serial Number: | 78960641 | PENNINGTON NATURE'S HEAT PELLETS         |
| Serial Number: | 73621015 | PENNINGTON RESEEDER                      |
| Serial Number: | 73331531 | PENNINGTON SEED                          |
| Serial Number: | 77144441 | PENNINGTON SEED PROFESSIONAL SELECT      |
| Serial Number: | 77034178 | PENNINGTON SEED SIGNATURE SERIES         |
| Serial Number: | 77142121 | PENNINGTON SEED SMART SEED               |
| Serial Number: | 77578909 | PENNINGTON SEED SMART SEED               |
| Serial Number: | 78907745 | PENNINGTON SELECT                        |

**TRADEMARK**

**REEL: 005178 FRAME: 0861**

|                |          |   |
|----------------|----------|---|
|                | 85126186 |   |
| Serial Number: | 85126158 | PENNINGTON THE GRASS SEED PEOPLE 1 STEP |
| Serial Number: | 85398902 | QUIKGROW2X                              |
| Serial Number: | 85408267 | QUIKGROW2X                              |
| Serial Number: | 77389099 | RACKMASTER                              |
| Serial Number: | 78164017 | RAINBOW VALLEY                          |
| Serial Number: | 77564676 | RAPIDRESULTS                            |
| Serial Number: | 77968091 | THE REBELS BRAND                        |
| Serial Number: | 85422103 | THE REBELS COMPLETE                     |
| Serial Number: | 78164537 | ROYAL BLEND                             |
| Serial Number: | 77649414 | SLOPEMASTER                             |
| Serial Number: | 77142122 | SLOPEMASTER                             |
| Serial Number: | 85125983 | SMART SEED                              |
| Serial Number: | 78164026 | SUPERGRAZE                              |
| Serial Number: | 77864946 | THE ULTIMATE PATCH                      |
| Serial Number: | 77579006 | THE ULTIMATE SEED                       |
| Serial Number: | 78969795 | WATER STAR                              |
| Serial Number: | 85228900 | WATER STAR                              |
| Serial Number: | 76590380 | WINGMASTER                              |
| Serial Number: | 78711537 | BERMUDA PLUS                            |
| Serial Number: | 75423572 | BERMUDA TRIANGLE                        |
| Serial Number: | 78711523 | CONTRACTOR'S PLUS                       |
| Serial Number: | 78861825 | FEEDING FRENZY                          |
| Serial Number: | 73646686 | KWIK GRASS                              |
| Serial Number: | 73647330 | NATURAL SPRINGS NECTAR                  |
| Serial Number: | 73191767 | PENKOTED                                |
| Serial Number: | 78339278 | PRINCESS                                |
| Serial Number: | 73660399 | PROCARE                                 |
| Serial Number: | 76540288 | REBEL                                   |
| Serial Number: | 76322586 | REBEL IV                                |
| Serial Number: | 78720570 | REBEL SRT                               |
| Serial Number: | 76527641 | THE REBELS                              |
| Serial Number: | 76527642 | THE REBELS                              |
| Serial Number: | 76347543 | THE REBELS                              |
| Serial Number: | 78711528 | SUN AND SHADE PLUS                      |

73540089

TRI-PLEX

## CORRESPONDENCE DATA

Fax Number: 4045818330

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

Phone: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: Sidney R. Brown, Jones Day

Address Line 1: 1420 Peachtree Street, NE

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

566957-640047

NAME OF SUBMITTER:

Sidney R. Brown

Signature:

/Sidney R. Brown/

Date:

12/18/2013

## Total Attachments: 10

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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of December 5, 2013 (this "Agreement"), is made by PENNINGTON SEED, INC., a Delaware corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

**WHEREAS**, the Grantor and certain of its affiliates, the lenders from time to time parties thereto (the "Lenders"), the issuing bank party thereto and the Administrative Agent have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, the Grantor and certain of its affiliates have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Security Agreement requires the Grantor to execute and deliver this Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

**SECTION 4. Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

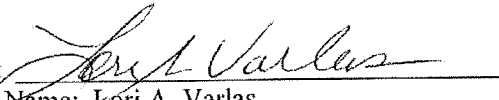
**SECTION 5. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**SECTION 6. Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PENNINGTON SEED, INC.

By:   
Name: Lori A. Varlas  
Title: Chief Financial Officer


[PENNINGTON SEED – TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005178 FRAME: 0866**

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By:   
Name: William Street  
Title: Director

[PENNINGTON SEED – TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005178 FRAME: 0867**



**SCHEDULE I**

Trademarks and Trademark Licenses

REGISTERED TRADEMARKS, APPLICATIONS AND LICENSES

| <b>Registered Trademark</b>              | <b>Registration No</b> | <b>Serial No</b> | <b>Registration Date</b> | <b>Country</b> |
|--|------------------------|------------------|--------------------------|----------------|
| ALLSEED                                  | 4051587                | 85043148         | 11/8/2011                | USA            |
| AMERICA'S LAWN                           | 4087475                | 85340655         | 1/17/2012                | USA            |
| AMERICA'S LAWN                           | 2961593                | 78397144         | 6/7/2005                 | USA            |
| AMERICA'S PASTURE                        | 4,066,432              | 85282012         | 12/6/2011                | USA            |
| BIRD-KOTE                                | 1261088                | 73378429         | 12/13/1983               | USA            |
| BIRD'S EYE VIEW NATURE INSPIRED & design | 4,273,997              | 85048564         | 1/15/2013                | USA            |
| BODY WITH GRASS design                   | N/A                    | 85125967         | N/A                      | USA            |
| CEDAR SQUIRREL SNACKER                   | 4092979                | 85089918         | 1/31/2012                | USA            |
| CEDAR WORKS                              | 4069381                | 85047585         | 12/13/2011               | USA            |
| CEDAR WORKS & design                     | 4069382                | 85047598         | 12/13/2011               | USA            |
| CHICK-A-DEE                              | 4388895                | 85520089         | 8/20/2013                | USA            |
| Color Gradation (grass seed)             | 1952459                | 74549352         | 1/30/1996                | USA            |
| Color Gradation (grass seed)             | 1830039                | 74074042         | 4/5/1994                 | USA            |
| COMPLETE SEEDING MIX                     | 3882303                | 77859343         | 11/30/2010               | USA            |
| Cooperative Turfgrass Breeders Test      | 3,135,076              | 78552842         | 8/29/2006                | USA            |

| Registered Trademark                     | Registration No | Serial No | Registration Date | Country |
|--|-----------------|-----------|-------------------|---------|
| DELUXE DINNER MIX                        | 2018459         | 74583478  | 11/19/1996        | USA     |
| DR DISEASE RESISTANT                     | 4165373         | 85207322  | 6/26/2012         | USA     |
| ELIMINATOR                               | 3325556         | 78271037  | 10/30/2007        | USA     |
| ER EXTENDED ROOT SEED VARIETIES & design | 4,060,632       | 77932357  | 11/22/2011        | USA     |
| Front Runner in Turf Grass Research      | 2,725,562       | 76322967  | 6/10/2003         | USA     |
| GRASS SEED PEOPLE, THE                   | 4136264         | 85126172  | 5/1/2012          | USA     |
| GREEN CHARM                              | 1466067         | 73646940  | 11/24/1987        | USA     |
| GREEN CHARM                              | 1620784         | 74016386  | 11/6/1990         | USA     |
| GREEN CHARM                              | 1818316         | 74801487  | 1/25/1994         | USA     |
| GROW BEAUTIFULLY WITH PENNINGTON         | N/A             | 85520062  | N/A               | USA     |
| HANDS design                             | N/A             | 85125991  | N/A               | USA     |
| Miscellaneous Design (Grass stalks)      | 1,927,936       | 74584384  | 10/17/1995        | USA     |
| MYCO ADVANTAGE                           | 3600907         | 77227905  | 4/7/2009          | USA     |
| Nature's Heat                            | 4346021         | 85731017  | 6/4/2013          | USA     |
| NATURE'S MARKET                          | 2992144         | 78424611  | 9/6/2005          | USA     |
| PASTURE MASTER                           | 4,059,436       | 85282001  | 11/22/2011        | USA     |

| <b>Registered Trademark</b>  | <b>Registration No</b> | <b>Serial No</b> | <b>Registration Date</b> | <b>Country</b> |
|--|------------------------|------------------|--------------------------|----------------|
| PENNAQUA<br>PAC & design   | 852144                 | 72272677         | 7/9/1968                 | USA            |
| PENNGREEN  | 1363966                | 73534106         | 10/8/1985                | USA            |
| PENNINGTON   | N/A                    | 85449316         | N/A                      | USA            |
| PENNINGTON   | 3017484                | 78397658         | 11/22/2005               | USA            |
| PENNINGTON &<br>design (SHIELD)  | N/A                    | 85126004         | N/A                      | USA            |
| PENNINGTON 1<br>STEP<br>COMPLETE   | 4013851                | 85126164         | 8/16/2011                | USA            |
| PENNINGTON<br>AQUAGARDEN<br>BEAUTIFULLY<br>SIMPLE WATER<br>GARDENING &<br>design | 4369274                | 85442380         | 7/16/2013                | USA            |
| PENNINGTON<br>MASTERPIECE<br>COLLECTION  | 2700477                | 78121809         | 3/25/2003                | USA            |
| PENNINGTON<br>NATURE'S<br>HEAT PELLETS   | 3651077                | 77649433         | 7/7/2009                 | USA            |
| PENNINGTON<br>NATURE'S<br>HEAT PELLETS<br>& design                               | 3390282                | 78960641         | 2/26/2008                | USA            |
| PENNINGTON<br>RESEEDER   | 1465734                | 73621015         | 11/17/1987               | USA            |
| PENNINGTON<br>SEED & design  | 1252388                | 73331531         | 9/27/1983                | USA            |

| Registered Trademark                             | Registration No | Serial No | Registration Date | Country |
|--|-----------------|-----------|-------------------|---------|
| PENNINGTON SEED PROFESSIONAL SELECT              | 3380531         | 77144441  | 2/12/2008         | USA     |
| PENNINGTON SEED SIGNATURE SERIES                 | 3338028         | 77034178  | 11/20/2007        | USA     |
| PENNINGTON SEED SMART SEED                       | 3544275         | 77142121  | 12/9/2008         | USA     |
| PENNINGTON SEED SMART SEED & design              | 3615524         | 77578909  | 5/5/2009          | USA     |
| PENNINGTON SELECT                                | 3286237         | 78907745  | 8/28/2007         | USA     |
| PENNINGTON SHIELD W/O WORDS (design only)        | N/A             | 85126186  | N/A               | USA     |
| PENNINGTON THE GRASS SEED PEOPLE 1 STEP COMPLETE | 4,061,261       | 85126158  | 11/22/2011        | USA     |
| QUIKGROW2X                                       | 4215254         | 85398902  | 9/25/2012         | USA     |
| QUIKGROW2X & design                              | 4265378         | 85408267  | 12/25/2012        | USA     |
| RACKMASTER                                       | 3495827         | 77389099  | 9/2/2008          | USA     |
| RAINBOW VALLEY                                   | 2939590         | 78164017  | 4/12/2005         | USA     |
| RAPIDRESULTS                                     | 3729531         | 77564676  | 12/22/2009        | USA     |
| REBELS BRAND, THE                                | 3922070         | 77968091  | 2/22/2011         | USA     |

| Registered Trademark        | Registration No | Serial No | Registration Date | Country |
|-----------------------------|-----------------|-----------|-------------------|---------|
| REBELS COMPLETE, THE        | N/A             | 85422103  | N/A               | USA     |
| ROYAL BLEND                 | 2732339         | 78164537  | 7/1/2003          | USA     |
| SLOPEMASTER                 | 3651076         | 77649414  | 7/7/2009          | USA     |
| SLOPEMASTER & design        | 3561775         | 77142122  | 1/13/2009         | USA     |
| SMART SEED & design         | 4043159         | 85125983  | 10/18/2011        | USA     |
| SUPERGRAZE                  | 2732335         | 78164026  | 7/1/2003          | USA     |
| ULTIMATE PATCH, THE         | 3801398         | 77864946  | 6/8/2010          | USA     |
| ULTIMATE SEED, THE & design | 3617825         | 77579006  | 5/5/2009          | USA     |
| WATER STAR                  | 3474131         | 78969795  | 7/22/2008         | USA     |
| WATER STAR                  | 4183993         | 85228900  | 7/31/2012         | USA     |
| WINGMASTER                  | 2954535         | 76590380  | 5/24/2005         | USA     |
| BERMUDA PLUS                | 3366768         | 78711537  | 1/8/2008          | USA     |
| BERMUDA TRIANGLE            | 2248355         | 75423572  | 5/25/1999         | USA     |
| CONTRACTOR'S PLUS           | 3442416         | 78711523  | 6/3/2008          | USA     |
| FEEDING FRENZY              | 3341836         | 78861825  | 11/20/2007        | USA     |
| KWIK GRASS - supplemental   | 1488001         | 73646686  | 5/10/1988         | USA     |
| NATURAL SPRINGS NECTAR      | 1487698         | 73647330  | 5/10/1988         | USA     |
| PENKOTED                    | 1154120         | 73191767  | 5/12/1981         | USA     |
| PRINCESS                    | 2941808         | 78339278  | 4/19/2005         | USA     |
| PROCARE                     | 1472759         | 73660399  | 1/19/1988         | USA     |

| <b>Registered Trademark</b> | <b>Registration No</b> | <b>Serial No</b> | <b>Registration Date</b> | <b>Country</b> |
|-----------------------------|------------------------|------------------|--------------------------|----------------|
| REBEL                       | 3387203                | 76540288         | 2/26/2008                | USA            |
| REBEL IV                    | 2858384                | 76322586         | 6/29/2004                | USA            |
| REBEL SRT                   | 3432845                | 78720570         | 5/20/2008                | USA            |
| REBELS, THE & design        | 3506832                | 76527641         | 9/30/2008                | USA            |
| REBELS, THE & design        | 3555640                | 76527642         | 1/6/2009                 | USA            |
| REBELS, THE & design        | 2684935                | 76347543         | 2/4/2003                 | USA            |
| SUN AND SHADE PLUS          | 3370374                | 78711528         | 1/15/2008                | USA            |
| TRI-PLEX                    | 1391788                | 73540089         | 4/29/1986                | USA            |