

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM311613

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Garick, LLC		07/21/2014	LIMITED LIABILITY COMPANY: DELAWARE
New Milford Connecticut Farms, LLC		07/21/2014	LIMITED LIABILITY COMPANY: DELAWARE
Doctor Bramblett Road, L.L.C.		07/21/2014	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	200 S. Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2506644		
<b>Registration Number:</b>	2189935	NATURE'S HELPER PLUS	
<b>Registration Number:</b>	1693867	NATURE'S HELPER	
<b>Registration Number:</b>	3191064	ORGANIC VALLEY	
<b>Registration Number:</b>	3190101	MOO-NURE	
<b>Registration Number:</b>	3132819	WE ARE NUMBER 1 IN THE NUMBER 2 BUSINESS	
<b>Registration Number:</b>	3029748	DESIGNATED DRYER	
<b>Registration Number:</b>	2739690	FARMER GREEN	
<b>Registration Number:</b>	2639395	PAYGRO	
<b>Registration Number:</b>	2173066	KIDS KARPET	
<b>Registration Number:</b>	2270200	ALABAMA AUBURN	
<b>Registration Number:</b>	3129802	"ONE TREE, ONE SHRUB, ONE BAG"	
<b>Registration Number:</b>	1696371	BLACK SATIN	
<b>Registration Number:</b>	3390312	WE ARE NATURE'S HELPER	
<b>Registration Number:</b>	3393964	GARICK	
<b>Registration Number:</b>	3883186	W2M	
<b>TRADEMARK</b>			

OP \$515.00 2506644

Property Type	Number	Word Mark
Registration Number:	3281983	GARTRAN
Registration Number:	3883187	WASTE TO MARKET
Registration Number:	3699685	MOO MOSS
Registration Number:	4486348	NATURE'S PERFECT

**CORRESPONDENCE DATA**

**Fax Number:** 2158325619  
**Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.**  
**Phone:** 215-569-5619  
**Email:** pecsenye@blankrome.com  
**Correspondent Name:** Timothy D Pecsenye  
**Address Line 1:** One Logan Square  
**Address Line 2:** 8th Floor  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	074658-14051
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsenye
<b>SIGNATURE:</b>	/Timothy D. Pecsenye/
<b>DATE SIGNED:</b>	07/23/2014

**Total Attachments: 15**  
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**"), dated as of July 21, 2014, is made by **GARICK, LLC**, a limited liability company organized under the laws of the State of Delaware ("**Garick**"), with an address at 13600 Broadway Avenue, Cleveland, OH 44125, **NEW MILFORD CONNECTICUT FARMS, LLC**, a limited liability company organized under the laws of the State of Delaware ("**New Milford**"), with an address at 13600 Broadway Avenue, Cleveland, OH 44125, and **DOCTOR BRAMBLETT ROAD, L.L.C.**, a limited liability company organized under the laws of the State of Georgia ("**DBR**", and together with Garick and New Milford, collectively, "**Grantor**"), with an address at 13600 Broadway Avenue, Cleveland, OH 44125, in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association with an address at 200 S. Wacker Drive, Chicago, IL 60606, in its capacity as "Lender" under the Loan Agreement referenced below (together with its successors and assigns in such capacity, the "**Lender**").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Revolving Credit and Security Agreement, dated as of July 21, 2014 (as it may be amended, modified, supplemented, restated or replaced from time to time, the "**Loan Agreement**"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings given thereto in the Loan Agreement) among Grantor, each other Person hereafter joined thereto as a borrower or guarantor from time to time and Lender, Lender has made and/or will in the future make certain extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

**WHEREAS**, pursuant to such Loan Agreement, Grantor has granted to Lender security interests in and to and Liens on substantially all of Grantor's assets, including without limitation all of Grantor's Intellectual Property and specifically including all of Grantor's registered patents, trademarks and copyrights and all of Grantor's filed patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "**Registered Intellectual Property**"); and

**WHEREAS**, Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Lender's Liens in the Registered Intellectual Property.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements provided for herein and in the Loan Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by Grantor in any Collateral under the Loan Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Lender, Grantor hereby assigns, pledges and grants to Lender a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of

Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "**Intellectual Property Collateral**"):

(a) all of its registered copyrights and filed copyright applications, including, without limitation, those referred to on **Schedule 1** hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered trademarks and filed trademark applications, including, without limitation, those referred to on **Schedule 1** hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued patents and filed patent applications, without limitation, those referred to on **Schedule 1** hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(f) 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

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of Lender to make extensions of credit to Grantor under the Loan Agreement or any Other Document is terminated.

Section 2. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Lender pursuant to the Loan Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantor hereby authorizes Lender to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new Registered Intellectual Property Collateral (including any registration or issuance of any patent, trademark or copyright arising out of any filed patent application, trademark application or copyright application previously listed on **Schedule 1** hereto or the Schedule to any other Supplement delivered to Lender in accordance with this paragraph), Grantor shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.7 or 9.9 of the Loan Agreement following acquisition of such new Registered Intellectual Property, deliver to Lender a duly executed Supplement to this Agreement in the form of **Exhibit A** hereto, listing all such newly acquired Registered Intellectual Property on **Schedule I** thereto, pursuant to which Grantor shall reconfirm the grant of a security interest in such newly acquired Registered Intellectual Property Collateral to Lender to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantor hereby authorizes Lender to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantor, and without limiting the generality of the provisions of Section 1 hereof above, Grantor hereby confirms and agrees that any and all such after-acquired Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that Grantor acquires any such new Registered Intellectual Property but Grantor fails for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantor hereby authorizes Lender, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of Grantor an applicable Supplement with respect to such newly acquired Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantor hereby represents and warrants to Lender that **Schedule 1** sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Loan Agreement shall constitute an "**Event of Default**" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Lender, in addition to all other rights, options, and remedies granted to Lender under the Loan Agreement or any Other Document, or otherwise available to Lender at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Lender under the Loan Agreement or any Other Document, Grantor hereby authorizes Lender, its successors and assigns, and any officer, employee, attorney or agent thereof, as Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Lender may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of Grantor any assignment, bill of sale or similar document or instrument which Lender may deem necessary or desirable in order for Lender to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor any such assignment or bill of sale or other document executed by Lender, its successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney. Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Loan Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable until such time as the Obligations have been fully paid, satisfied and discharged, at which time this Agreement shall terminate and Lender shall, upon Grantor's request, cause to be filed the appropriate releases of the same.

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of the Loan Agreement herein provided for above, the provisions of Section 16.1 of the Loan Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.5 of the Loan Agreement (indemnities by Grantor), Section 16.6 of the Loan Agreement (notices), Section 16.7 of the Loan Agreement (survival of certain provisions), Section 16.9 of the Loan Agreement (expenses), Section 16.10 of the Loan Agreement (injunctive relief) and Article XII of the Loan Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantor and Lender, and their respective successors and assigns, except

that Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Lender.

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

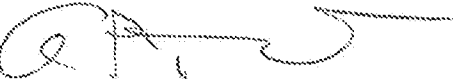
**GRANTOR:**

**GARICK, LLC**

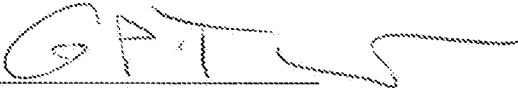
By:   
\_\_\_\_\_  
Gary P. Trinetti  
President

**DOCTOR BRAMBLETT ROAD, L.L.C.**

By: **GARICK, LLC, its Manager**

By:   
\_\_\_\_\_  
Gary P. Trinetti  
President

**NEW MILFORD CONNECTICUT FARMS,  
LLC**

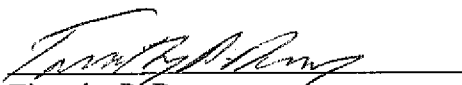
By:   
\_\_\_\_\_  
Gary P. Trinetti  
Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]



ACCEPTED AND AGREED  
as of the date first above written:

**PNC BANK, NATIONAL ASSOCIATION.**

By:   
Timothy P. Derry  
Senior Vice President

**Schedule 1**  
**to**  
**Intellectual Property Security Agreement**

**PATENTS, TRADEMARKS, AND COPYRIGHTS**


1. Grantor's patents and patent applications:



None

2. Grantor's trademarks:

GARICK,  
LLC

Trademark Status Table--  
Active

TRADEMARK	FAY SHARPE DOCKET NO.	REG. NUMBE R	REG - DAT E	SERIAL NUMBER	FILING DATE	GOODS	STATUS	COMMENTS NEXT ACTION DUE
	GRCK500003US 01	2,506,64 4	13- Nov- 01	76/182,681	19-Dec- 00	Organic soil conditioner and growing mix for horticultural use in Class 1	<b>Registered &amp; Incontestable</b>	Renewal and Section 8 Declaration due between 13-Nov-20 and 13- Nov-21
NATURE'S HELPER PLUS **	GRCK500006US 01	2,189,93 5	15- Sep- 98	75/248,812	27-Feb- 97	Organic soil conditioner and growing mix for horticultural use in Class 1	<b>Registered &amp; Incontestable</b>	Renewal and Section 8 Declaration due between 15-Sep-17 and 15- Sep-18
NATURE'S HELPER **	GRCK500007US 01	1,693,86 7	16- Jun- 92	74/159,539	22-Apr- 91	Organic soil conditioner for horticultural use in Class 1	<b>Registered &amp; Incontestable</b>	Renewal and Section 8 Declaration due between 16- Jun-21 and 16-Jun- 22
ORGANIC VALLEY **	GRCK500011US 01	3,191,06 4	2- Jan- 07	78/516,577	14-Nov- 04	Planting soil, potting soil, soil conditioner, and growing mix for horticultural, domestic, and agricultural use in Class 1; Top soil in Class 31	<b>Registered &amp; Incontestable</b>	Renewal and Section 8 Declaration due between 2-Jan-16 and 2- Jan-17
MOO-NURE	GRCK500012US 01	3,190,10 1	26- Dec- 06	78/615,034	22-Apr- 05	Compost in Class 1	<b>Registered &amp; Incontestable</b>	Renewal and Section 8 Declaration due between 26-Dec-15 and 26- Dec-16
WE ARE NUMBER 1 IN THE NUMBER 2 BUSINESS	GRCK500013US 01	3,132,81 9	22- Aug- 06	78/712,836	14-Sep- 05	Composted soil amendment in Class 1	<b>Registered &amp; Incontestable</b>	Renewal and Section 8 Declaration due between 22-Aug-15 and 22- Aug-16
DESIGNATED DRYER	GRCK500014US 01	3,029,74 8	13- Dec- 05	76/515707	21-May- 03	Substance to be placed on soil to aid in conditioning and absorption of moisture of athletic fields in Class 1	<b>Registered &amp; Incontestable</b>	Renewal and Section 8 Declaration due between 13-Dec-14 and 13- Dec-15

FARMER GREEN	GRCK500016US 01	2,739,69 0	22- Jul- 03	76/358,432	14-Jan- 02	Fertilizers for domestic use, potting soil, peat, and manure in Class 1; Top soil in Class 31	<b>Registered &amp; Incontestable</b>	Renewal and Section 8 Declaration due between 22-Jul-22 and 22-Jul-23
PPAYGRO	GRCK500017US 01	2,639,39 5	22- Oct- 02	76/358,431	14-Jan- 02	Fertilizers for domestic use, potting soil, peat, and manure in Class 1; Raw bark and top soil in Class 31	<b>Registered &amp; Incontestable</b>	Renewal and Section 8 Declaration due between 22-Oct-21 and 22-Oct-22
	GRCK500019US 01	2,173,06 6	14- Jul- 98	75/331,997	28-Jul-97	Wood fibers for use as ground cover, namely, a natural wood by-product specifically developed for use as a safety surface on playgrounds in Class 31	<b>Registered &amp; Incontestable</b>	Renewal and Section 8 Declaration due between 14-Jul-17 and 14-Jul-18
	GRCK500020US 01	2,270,20 0	17- Aug- 99	75/331996	28-Jul-97	Premium double processed reddish/brown bark mulch with low wood content not exceeding 20% in Class 31	<b>Registered &amp; Incontestable</b>	Renewal and Section 8 Declaration due between 17-Aug-18 and 17-Aug-19
"ONE TREE, ONE SHRUB, ONE BAG"	GRCK500023US 01	3,129,80 2	15- Aug- 06	78/712,953	14-Sep- 05	Soil amendments in Class 1	<b>Registered &amp; Incontestable</b>	Renewal and Section 8 Declaration due between 15-Aug-15 and 15-Aug-16
BLACK SATIN	GRCK500026US 01	1,696,37 1	23- Jun- 92	74/165,187	9-May-91	Mulch in Class 31	<b>Registered &amp; Incontestable</b>	Renewal and Section 8 Declaration due between 23-Jun-21 and 23-Jun-22
WE ARE NATURE'S HELPER**	GRCK500027US 02	3,390,31 2	26- Feb- 08	78/979,459	4-Jan-06	Planting soil, potting soil, soil conditioner and growing mix for horticultural, domestic, and agricultural use in Class 1; Top soil and mulch in Class 31	<b>Registered &amp; Incontestable</b>	Divided out from GRCK500027US01 ; Combined Sections 8 & 15 Declaration of Use and Incontestability filed 18-Oct-13; Renewal and Section 8 Declaration due between 26-Feb-17 and 26-Feb-18

GARICK	GRCK500034US 01	3,393,96 4	11- Mar- 08	77/037,860	6-Nov-06	Compost; manure; planting soil; potting soil; soil conditioner for horticultural, domestic, and agricultural use; soil amendments; growing mix for horticultural use; peat humus; calcium carbonate mixture for marking athletic fields; and calcined clay for use as a moisture absorbent for athletic fields in Class 1; Landscape stone, namely limestone, pea gravel, silica pebbles, white marble, brick chips, shale, and volcanic rock; sand; limestone; and aggregate material composed of expanded clay, marble fines, limestone, and sand for use in concrete masonry; baseball infield mix, namely a sand, silt, and clay mixture and a sand and clay mixture with or without a calcined clay drying agent, in Class 19; Mulch; wood fiber surfacing, namely a natural wood by-product specifically developed for use as a safety surface on playgrounds; wood chips for use as ground cover; peat moss; and top soil in Class 31; Transportation logistics services, namely, arranging the transportation of goods for others; and inventory management in the field of transportation of bulk, bagged, and palletized goods in Class 35	<b>Registered &amp; Incontestable</b>	Combined Sections 8 & 15 Declaration of Use and Incontestability filed 18-Oct-13; Renewal and Section 8 Declaration due between 11-Mar-17 and 11-Mar-18
W2M	GRCK500036US 01	3,883,18 6	30- Nov- 10	77/035,504	2-Nov-06	Compost made from recycled waste materials in Class 1; Mulch made from recycled agricultural products in Class 31; Recycling and transformation of waste materials into useful products in Class 40	<b>Registered</b>	Combined Sections 8 & 15 Declaration of Use and Incontestability due between 30-Nov-15 and 30-Nov-16
GARTRAN	GRCK500037US 01	3,281,98 3	21- Aug- 07	77/037,899	6-Nov-06	Transportation logistics services, namely, arranging the transportation of goods for others; and inventory management in the field of transportation of bulk, bagged, and palletized goods in Class 35	<b>Registered &amp; Incontestable</b>	Renewal and Section 8 Declaration due between 21-Aug-16 and 21-Aug-17
WASTE TO MARKET	GRCK500038US 01	3,883,18 7	30- Nov- 10	77/039,599	8-Nov-06	Compost made from recycled waste materials in Class 1; Mulch made from recycled agricultural products in Class 31; Recycling and transformation of waste materials into useful products in Class 40	<b>Registered</b>	Combined Sections 8 & 15 Declaration of Use and Incontestability due between 30-Nov-15 and 30-Nov-16
MOO MOSS	GRCK500040US 01	3,699,68 5	20- Oct- 09	77/375,374	18-Jan- 08	Processed manure that is a fertilizing growth medium sold as a substitute for peat moss or other soil amendments in Class 1	<b>Registered</b>	"Moss" disclaimed; Combined Sections 8 & 15 Declaration of Use and Incontestability due between 20-Oct-14 and 20-Oct-15

NATURE'S PERFECT	GRCK500042US 01	4,486,34 8	18- Feb- 14	85/883,956	22-Mar- 13	Mulch in Class 31	<b>Registered</b>	Combined Sections 8 & 15 Declaration of Use and Incontestability due between 18-Feb-19 and 18- Feb-20
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\*\* Owned by Doctor Bramblett Road LLC

3. Grantor's copyrights:

None

**EXHIBIT A**

**SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "**Supplement**") made as of this \_\_\_ day of \_\_\_\_\_, by **GARICK, LLC**, a limited liability company organized under the laws of the State of Delaware ("**Garick**"), with an address at 13600 Broadway Avenue, Cleveland, OH 44125, **NEW MILFORD CONNECTICUT FARMS, LLC**, a limited liability company organized under the laws of the State of Delaware ("**New Milford**"), with an address at 13600 Broadway Avenue, Cleveland, OH 44125, and **DOCTOR BRAMBLETT ROAD, L.L.C.**, a limited liability company organized under the laws of the State of Georgia ("**DBR**", and together with Garick and New Milford, collectively, "**Grantor**"), with an address at 13600 Broadway Avenue, Cleveland, OH 44125, in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association with an address at 200 S. Wacker Drive, Chicago, IL 60606, in its capacity as "Lender" under the Loan Agreement referenced below (together with its successors and assigns in such capacity, the "**Lender**"):

**WITNESSETH**

WHEREAS, Grantor and Lender are parties to a certain Intellectual Property Security Agreement dated as of July 21, 2014 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**IP Agreement**"). Capitalized terms herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Lender, Grantor has assigned, pledged and granted to Lender a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantor has agreed that upon the acquisition by Grantor of any new Registered Intellectual Property, Grantor shall deliver to Lender a Supplement to the IP Agreement in the form of **Exhibit A** to such IP Agreement pursuant to which Grantor shall reconfirm the grant by them of a security interest in all such newly acquired Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. **Grant and Reaffirmation of Grant of Security Interests.** Without limiting any other grant of Lien by Grantor in any Collateral under the Loan Agreement or any Other

Document, to secure the prompt payment and performance of all Obligations to Lender, Grantor hereby assigns, pledges and grants to Lender a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes Lender to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

2. Representations and Warranties. Grantor hereby represents and warrants to Lender that **Schedule I** hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]  
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

**GRANTOR:**

**GARICK, LLC**

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

Name:

Title:

**DOCTOR BRAMBLETT ROAD, L.L.C.**

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

Name:

Title:

**NEW MILFORD CONNECTICUT FARMS,  
LLC**

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

Name:

Title:

ACCEPTED AND AGREED  
as of the date first above written:

**PNC BANK, NATIONAL ASSOCIATION.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to IP Security Agreement – Supplement Date \_\_\_\_\_ ]



**SCHEDULE I TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**  
**DATED \_\_\_\_\_**