

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324908

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gro-Well Brands, Inc.		12/01/2014	CORPORATION: DELAWARE
Western Organics, Inc.		12/01/2014	CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAPX Fund IV, L.P.		
<b>Street Address:</b>	155 North Wacker Drive, Suite 1760		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3905826	GRO-WELL	
<b>Registration Number:</b>	3905792	GRO-WELL	
<b>Registration Number:</b>	3788829	NATURALLY INSPIRED	
<b>Registration Number:</b>	3865978	NATURALLY INSPIRED	
<b>Registration Number:</b>	3972429	FRESH START	
<b>Registration Number:</b>	4064680	SOAK 'N SWEEP	
<b>Registration Number:</b>	4353178	NATURE'S WAY	
<b>Registration Number:</b>	3339505	GRO-WELL	
<b>Registration Number:</b>	3161229	PRE-VENT	
<b>Registration Number:</b>	1772991	COLOROCK	
<b>Registration Number:</b>	1044368	DRIFTWOOD	
<b>Registration Number:</b>	0988673	ECO-LITE	
<b>Registration Number:</b>	1291568	GRO-WELL	
<b>Registration Number:</b>	3091194	MULTI MULCH	
<b>Registration Number:</b>	3066757	NATURAL & ORGANIC	
<b>Registration Number:</b>	3061196	REDUCE WATER BY HALF	
<b>Registration Number:</b>	1635644	PLAYSAFE	
<b>CORRESPONDENCE DATA</b>			
			<b>TRADEMARK</b>

**Fax Number:** 2039757180

*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:** 203-353-6834

**Email:** clondon@edwardswildman.com

**Correspondent Name:** Edwards Wildman Palmer LLP

**Address Line 1:** P.O. Box 130; F.D.R. Station

**Address Line 2:** Paralegal Christina London

**Address Line 4:** New York, NEW YORK 10150

<b>ATTORNEY DOCKET NUMBER:</b>	3D0191.0028
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<b>NAME OF SUBMITTER:</b>	Christina London
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<b>SIGNATURE:</b>	/christina london/
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<b>DATE SIGNED:</b>	12/03/2014
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of December 1, 2014, is made by GRO-WELL BRANDS, INC., a Delaware corporation ("*GRO-WELL*"), and WESTERN ORGANICS, INC., an Arizona corporation (collectively with GRO-WELL, the "*Grantors*") in favor of CAPX FUND IV, L.P., a Delaware limited partnership ("*Lender*").

### W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Senior Subordinated Loan and Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), among the Grantors, the other loan parties from time to time party thereto (collectively with the Grantors, the "*Loan Parties*"), and Lender, Lender has agreed to extend credit and make certain financial accommodations to the Loan Parties;

WHEREAS, pursuant to the terms of the Loan Agreement, the Loan Parties have granted to Lender a security interest and continuing lien on all of the Loan Parties' right, title and interest in, to and under all Collateral, including the Trademarks (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Obligations under the Loan Agreement;

WHEREAS, the parties to the Loan Agreement contemplate and intend that Lender shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of each Grantor's right, title and interest in the Trademarks; and

WHEREAS pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement. In addition, the below term shall be defined as follows:

(a) "*Trademarks*" means all of the Grantors' right, title and interest in and to: (i) trademarks, service marks, collective membership 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, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Schedule A.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to Lender a security interest in all of its right, title and interest in, to and under all of the Trademarks, whether now owned or hereafter acquired.

SECTION 3. Security for Obligations. This Agreement secures, and the Trademarks are collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations.

SECTION 4. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademarks 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

SECTION 5. Recordation. Each Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

SECTION 6. Miscellaneous. This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed by their duly authorized officers as of the date first set forth above.

GRO-WELL BRANDS, INC.

By: 

Name: Alan Langer

Title: Chairman and CFO

WESTERN ORGANICS, INC.

By: 

Name: Alan Langer

Title: Chairman and CEO

AGREED AND ACCEPTED

As of the date first set forth above:

**CAPX FUND IV, L.P.**

By: CapX Partners IV, L.L.C.,  
its General Partner

By: CapX Management Corp.,  
its Manager

By: \_\_\_\_\_  
Name: Jeffrey S. Pfeffer  
Its: President

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed by their duly authorized officers as of the date first set forth above.

**GRO-WELL BRANDS, INC.**

By: \_\_\_\_\_  
Name: Alan Langer  
Title: Chairman and CFO

**WESTERN ORGANICS, INC.**

By: \_\_\_\_\_  
Name: Alan Langer  
Title: Chairman and CEO

AGREED AND ACCEPTED  
As of the date first set forth above:

**CAPX FUND IV, L.P.**

By: CapX Partners IV, L.L.C.,  
its General Partner

By: CapX Management Corp.,  
its Manager

By: \_\_\_\_\_  
Name: Jeffrey S. Pfeffer  
Its: President

**SCHEDULE A**

**REGISTRATIONS:**

<b>Country</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>
US	GRO-WELL	3905826	11-Jan-11	Gro-Well Brands, Inc.
US	GRO-WELL	3905792	11-Jan-11	Gro-Well Brands, Inc.
US	NATURALLY INSPIRED	3788829	11-May-10	Gro-Well Brands, Inc.
US	NATURALLY INSPIRED	3865978	19-Oct-10	Gro-Well Brands, Inc.
US	FRESH START	3972429	07-Jun-11	Gro-Well Brands, Inc.
US	SOAK 'N SWEEP	4064680	29-Nov-11	Gro-Well Brands, Inc.
US	NATURE'S WAY	4353178	18-Jun-13	Gro-Well Brands, Inc.
US	GRO-WELL	3339505	20-Nov-07	Gro-Well Brands, Inc.
US	PRE-VENT	3161229	24-Oct-06	Gro-Well Brands, Inc.
US	COLOROCK	1772991	25-May-93	Western Organics, Inc.
US	DRIFTWOOD	1044368	20-Jul-76	Western Organics, Inc.
US	ECO-LITE	988673	23-Jul-74	Western Organics, Inc.
US	GRO-WELL	1291568	28-Aug-84	Gro-Well Brands, Inc.
US	MULTI MULCH	3091194	09-May-06	Western Organics, Inc.
US	NATURAL & ORGANIC (stylized) and Design	3066757	07-Mar-06	Western Organics, Inc.
US	REDUCE WATER BY HALF (stylized)	3061196	21-Feb-06	Western Organics, Inc.
US	PLAYSAFE	1635644	19-Feb-91	Western Organics, Inc.