

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327198

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citizens Bank, National Association	FORMERLY RBS CITIZENS, N.A.	12/23/2014	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	PLANTATION PRODUCTS, LLC
Street Address:	202 South Washington Street
City:	Norton
State/Country:	MASSACHUSETTS
Postal Code:	02766
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2495246	PLANTATION PRODUCTS
Registration Number:	0709169	49'ER
Registration Number:	0983593	FAST & FINE
Registration Number:	1497960	FREDONIA
Registration Number:	0191520	HOMELAWN
Registration Number:	1679049	KIDSEEDS
Registration Number:	1683136	MASTERPIECE GARDENS
Registration Number:	1666340	NATURE'S CHOICE
Registration Number:	0104566	NORTHLAND
Registration Number:	0228511	PARKVIEW
Registration Number:	1084187	PREVAIL
Registration Number:	0652544	QUICK TURF
Registration Number:	1044371	THRIFTY
Registration Number:	2141007	NK LAWN & GARDEN
Registration Number:	2702266	WEATHERBEATER
Registration Number:	2530655	GARDENER'S DELIGHT
Registration Number:	3641538	AMERICAN SEED

OP \$440.00 2495246

CORRESPONDENCE DATA**Fax Number:** 6179518736*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:** 617-951-8000**Email:** eileen.sullivan@morganlewis.com**Correspondent Name:** Eileen Sullivan**Address Line 1:** Morgan, Lewis & Bockius LLP**Address Line 2:** 1 Federal Street**Address Line 4:** Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2495246
NAME OF SUBMITTER:	Eileen Sullivan
SIGNATURE:	/eileen sullivan/
DATE SIGNED:	12/23/2014

Total Attachments: 5

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 23, 2014 (this "Termination"), is made by CITIZENS BANK, NATIONAL ASSOCIATION (formerly known as RBS Citizens, N.A.), as administrative agent for the Secured Parties (in such capacity, the "Agent"), in favor of PLANTATION PRODUCTS, LLC (the "Grantor"). Unless otherwise defined herein, capitalized terms defined in the Credit Agreement or the Security Agreement referred to below and used herein have the meanings given to them in the Credit Agreement or the Security Agreement, respectively.

WHEREAS, pursuant to the terms of that certain Credit Agreement, dated as of May 18, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, Ferry-Morse Seed Company (formerly known as FMC Acquisition Corp.) and A. E. McKenzie Co. ULC (formerly known as AEM Acquisition ULC) (collectively, the "Borrowers"), the guarantors party thereto from time to time (the "Guarantors"), the financial institutions party thereto from time to time as lenders (collectively, the "Lenders") and the Agent, the Lenders provided a credit facility to the Borrowers;

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of May 18, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other Obligors party thereto and the Agent, to secure the prompt payment and performance of all Credit Party Obligations, the Grantor granted to the Agent a continuing security interest and continuing lien on the Trademark Collateral (as defined below);

WHEREAS, the Grantor, pursuant to a Notice of Security Interest in Trademarks, dated as of May 18, 2012, by and among the Agent and the Grantor (the "Trademark Security Agreement"), granted to the Agent for the benefit of the Secured Parties a continuing security interest in and continuing lien on all of Grantor's right, title and interest in and to the following to the extent the following constitutes Collateral of the Grantor, in each case whether then owned or thereafter acquired or arising, and wherever located (the "Trademark Collateral"): the trademarks, trademark licenses and trademark applications on Schedule I hereto.

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on June 14, 2012, at Reel 4801, Frame No. 0443; and

WHEREAS, the Agent has agreed to terminate and release its security interest in all of such Trademark Collateral (including, without limitation, the Trademark Collateral identified on Schedule I attached hereto).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases any and all mortgages, liens, and security interests that is has in, to and under the Trademark Collateral.

2. Authorization to Record. The Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Termination.
3. Further Assurances. The Agent shall take all further actions, and provide to the Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of the Grantor.
4. Governing Law. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

CITIZENS BANK, NATIONAL ASSOCIATION (formerly known as RBS Citizens, N.A.),
as Agent

By: [Signature]
Name: Mark T. [Signature]
Title: Senior Vice President

SCHEDULE I

<u>U.S. REGISTRATIONS</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
<u>1. Plantation Products</u>	<u>2,495,246</u>	<u>10/9/2001</u>	<u>Registered. Renewal Due 10/9/2011</u>
<u>2. 49'ER</u>	<u>709,169</u>	<u>1/3/1961</u>	<u>Renewal due 1/3/2011</u>
<u>3. Fast & Fine</u>	<u>983,593</u>	<u>5/14/1974</u>	<u>Renew by 5/14/2014</u>
<u>4. Fredonia</u>	<u>1,497,960</u>	<u>7/26/1988</u>	<u>Renewed. Next Renewal due 7/26/2018</u>
<u>5. Homelawn</u>	<u>191,520</u>	<u>11/11/1924</u>	<u>Renewal due 11/11/2014</u>
<u>6. Kidseeds</u>	<u>1,679,049</u>	<u>3/10/1992</u>	<u>Renewal due 3/10/2012</u>
<u>7. Masterpiece gardens</u>	<u>1,683,136</u>	<u>4/14/1992</u>	<u>Renewal due 4/14/2012</u>
<u>8. Nature's Choice</u>	<u>1,666,340</u>	<u>12/3/1991</u>	<u>Renewal due 12/3/2011</u>
<u>9. Northland</u>	<u>104,566</u>	<u>6/1/1915</u>	<u>Renewal due 6/1/2015</u>
<u>10. Parkview</u>	<u>228,511</u>	<u>6/7/1927</u>	<u>Renewal due 6/7/2017</u>
<u>11. Prevail</u>	<u>1,084,187</u>	<u>1/31/1978</u>	<u>Renewal due 1/31/2018</u>
<u>12. Quick Turf & Design</u>	<u>652,544</u>	<u>10/8/1957</u>	<u>Renewal due 10/8/2017</u>
<u>13. Thrifty</u>	<u>1,044,371</u>	<u>7/20/1976</u>	<u>Renewal due 7/20/2016</u>
<u>14. NK Lawn & Garden</u>	<u>2,141,007</u>	<u>3/3/1998</u>	<u>Renewal due 3/3/2018</u>
<u>(Logo Only)</u>			
<u>15. Weatherbeater</u>	<u>2,702,266</u>	<u>4/1/2003</u>	<u>Sec. 8 and 15. filed and accepted</u> <u>Renew by 14/1/2013.</u>
<u>16. Gardener's Delight</u>	<u>2,530,655</u>	<u>1/15/2002</u>	<u>Registration. Renewal due 1/15/20</u>
<u>17. American Seed</u>	<u>3,641,538</u>	<u>6/23/2009</u>	<u>Registered. Sec 8 & 15 due 6/23/20</u>

Non-Registered Trademarks and Trade Names

1. NK Lawn & Garden CO.
2. All Blue Blend
3. Cumberland
4. Dense Shade

5. Estate
6. Green Thumb Club
7. Lawn and Garden Magazine
8. Prevail III
9. Salt Survivor
10. Transplants
11. Shady Place
12. Speedy Place
13. Speedy Green
14. Sunny
15. Excel

Kidseed Variety Names

1. Jack Be Daisy
2. Tomato Babies
3. Lotta Tomata
4. Luke the Cuke
5. Rufus Radish
6. Birdhouse Gourd
7. Daisy Loves Me
8. Spooky Spumpkin
9. Slugger Squash
10. Cosmic Cosmos
11. Co. Pop D. Corn
12. Tic Toe 4 O'Clock
13. Lucky Bean
14. Dahlia Dahling
15. Smilin Sam Squash
16. Ticklish Tim
17. Black Magic Bean
18. Harry Carrot
19. Maxi Marigold
20. Bachelor Bob
21. Pea Pop Sh'Bop
22. Lollipop Zinnia
23. Meanie Zucchini
24. Great Zappin' Zinnias