

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330870

<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>
Galuku Group Limited		01/14/2015	CORPORATION: SAMOA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jackson Investment Group, LLC		
<b>Street Address:</b>	2655 Northwinds Parkway		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30009		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: GEORGIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86492407	KITTY'S CRUMBLE	
<b>Serial Number:</b>	86492455	KRITTER'S CRUMBLE	
<b>Registration Number:</b>	4387846	SPILLFIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Email:</b>	sharrison@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Susan Harrison		
<b>Address Line 1:</b>	1100 Peachtree Street		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Susan Harrison		
<b>SIGNATURE:</b>	/Susan Harrison/		
<b>DATE SIGNED:</b>	02/03/2015		
<b>Total Attachments: 11</b>			
source=Intellectual Property Security Agreement#page1.tif			
source=Intellectual Property Security Agreement#page2.tif			
source=Intellectual Property Security Agreement#page3.tif			
source=Intellectual Property Security Agreement#page4.tif			
source=Intellectual Property Security Agreement#page5.tif			

OP \$90.00 86492407

source=Intellectual Property Security Agreement#page6.tif  
source=Intellectual Property Security Agreement#page7.tif  
source=Intellectual Property Security Agreement#page8.tif  
source=Intellectual Property Security Agreement#page9.tif  
source=Intellectual Property Security Agreement#page10.tif  
source=Intellectual Property Security Agreement#page11.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of January 14, 2015, is entered into by GALUKU GROUP LIMITED, a limited company organized under the laws of Samoa ("Grantor"), and JACKSON INVESTMENT GROUP, LLC, as secured party with offices at 2655 Northwinds Parkway, Alpharetta GA 30009 (together with its successors and assigns, the "Secured Party").

### WITNESSETH:

WHEREAS, pursuant to that certain Note and Warrant Purchase Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), by and among Grantor, certain subsidiaries of Grantor and the Secured Party, Grantor has issued and sold its Senior Note dated as of the date hereof (together with any other notes issued in substitution or replacement thereof, and as amended, restated, supplemented or otherwise modified from time to time, the "Senior Note") and its Warrant to purchase of its common shares (the "Warrant") to the Secured Party in exchange for payment of certain purchase price consideration; and

WHEREAS, in order to induce the Secured Party to enter into the Purchase Agreement and to pay the purchase price consideration for the Senior Note and the Warrant as provided for in the Purchase Agreement, Grantor has agreed to grant a continuing security interest in and lien on the Intellectual Property Collateral (as hereinafter defined) to secure the following obligations, whether presently existing or hereafter incurred or arising (collectively, the "Secured Obligations"): (a) the Obligations (as such term is defined in the Purchase Agreement) and (b) all of Grantor's obligations to Secured Party under that certain Guaranty Agreement dated as of the date hereof entered into among Grantor and certain of its subsidiaries, and Galuku Group (North America) LLC and certain of its subsidiaries, in favor of the Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty Agreement").

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase Agreement. All other terms contained in this Agreement, unless the context indicates otherwise, have the meanings provided for in the Uniform Commercial Code as in effect in the State of Georgia (the "Code") to the extent the same are used or defined therein.

2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all of the Secured Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured, a continuing

security interest in and lien on all of the right, title and interest of Grantor in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of its Patents registered in the United States of America and Patent Licenses in respect of any Patents registered in the United States of America to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks registered in the United States of America and Trademark Licenses in respect of any Trademarks registered in the United States of America to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights registered in the United States of America and Copyright Licenses in respect of any Copyrights registered in the United States of America to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each such Patent, Patent License, Trademark, Trademark License, Copyright and Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. **Representations and Warranties.** Grantor represents and warrants to the Secured Party that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright registered in the United States Patent and Trademark Office of the United States Copyright Office except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing security interest in and lien on and, upon the recording hereof with the United States Copyright Office and the United States Patent and Trademark Office, perfected Liens in favor of the Secured Party on Grantor’s Patents, Trademarks and Copyrights registered in the United States of America (collectively, the “US Registered IP”) and such perfected security interests and liens are enforceable as such as against any and all creditors of and purchasers from Grantor, except as such enforceability may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors’ rights generally or by general principles of equity. Upon recording of this Agreement with the United States Copyright

Office and the United States Patent and Trademark Office and the filing of appropriate financing statements in accordance with the Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") dated as of the date herewith by and among Grantor and certain of its subsidiaries, and Galuku Group (North America) LLC and certain of its subsidiaries, in favor of the Secured Party, the Secured Party, all action necessary or desirable to protect and perfect the Secured Party's security interests and liens on Grantor's US Registered IP shall have been duly taken.

4. **Covenants**. Grantor covenants and agrees with the Secured Party that from and after the date of this Agreement and until the Termination Date (as such term is defined in the Security Agreement):

(a) Grantor shall notify the Secured Party immediately if Grantor knows or has reason to know that any application or registration relating to any Intellectual Property Collateral (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Intellectual Property Collateral, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Secured Party prior written notice thereof and, upon request of the Secured Party, Grantor shall execute and deliver a supplement hereto (in form and substance reasonably satisfactory to the Secured Party) to evidence Secured Party's security interest and lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by the Secured Party to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Intellectual Property Collateral (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) If any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify the Secured Party promptly after Grantor learns thereof and, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Secured

Party shall deem reasonably appropriate under the circumstances to protect such Intellectual Property Collateral.

5. **Security Agreement.** The security interests and liens granted by each Grantor pursuant to this Agreement are granted in conjunction with the security interest granted by Grantor to the Secured Party pursuant to the Security Agreement. Grantor and the Secured Party expressly agree that the security interests granted under this Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the Code and other applicable law. The exercise by the Secured Party of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail. All proceeds of the Secured Party's exercise of its rights and remedies hereunder or under the Security Agreement or applicable law with respect to all or any of the Intellectual Property Collateral shall be applied in accordance with the terms of Section 8 of the Security Agreement. The Secured Party may make distributions hereunder in cash or in kind or, on a ratable basis, in any combination thereof.

6. **Reinstatement.** This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Purchase Agreement.

8. **Termination.** Subject to Section 6 hereof, this Agreement shall terminate upon the Termination Date (as such term is defined in the Security Agreement). Upon any such termination of the security interests and liens created hereunder upon the Termination Date (as such term is defined in the Security Agreement), or any such release of Intellectual Property Collateral prior to the Termination Date (as such term is

defined in the Security Agreement), the Secured Party will, at the expense of Grantor, promptly execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence the termination of the security interests and liens created hereby or the release of such Intellectual Property Collateral, as the case may be.

9. **GOVERNING LAW; SUBMISSION TO JURISDICTION; CONSENT TO SERVICE OF PROCESS, VENUE; WAIVER OF JURY TRIAL.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA (WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAWS) AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. THE TERMS OF SECTIONS 10.12 AND 10.13 OF THE PURCHASE AGREEMENT WITH RESPECT TO SUBMISSION TO JURISDICTION, CONSENT TO SERVICE OF PROCESS, VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, MUTATIS MUTANDIS, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

[Remainder of this page is intentionally blank]

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

GRANTOR:

GALUKU GROUP LIMITED

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

Name: Michael Ernest Dean

Title: Director

(Holder of Hong Kong Identity  
Card No.R824121(9))



SIGNATURE PAGE  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

US2008 24913 3

**TRADEMARK**  
**REEL: 005451 FRAME: 0806**



ACKNOWLEDGMENT OF GRANTOR

CITY HONG KONG

COUNTRY OF HONG KONG SAR, CHINA

On the 14<sup>th</sup> day of January in the year 2015 before me, the undersigned, a Notary Public in and for said Country, personally appeared Michael Ernest Dean, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Director on behalf of Galuku Group Limited, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



---

Notary Public

**LIN SIU LEUNG DAVID**  
**NOTARY PUBLIC**  
**HONG KONG SAR**

For the text of the document  
I assume no responsibility.

SIGNATURE PAGE  
INTELLIGENT PROPERTY SECURITY AGREEMENT

US2008 24913 3

**TRADEMARK**  
**REEL: 005451 FRAME: 0807**

**ACCEPTED AND ACKNOWLEDGED** by:

JACKSON INVESTMENT GROUP, LLC

By: *Douglas B. Kline*  
Name: Douglas B. Kline  
Title: Chief Financial Officer

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

HYDROPONIC CONTAINER      REGISTRATION NUMBER 20033203772

AUS 4/16/2003

II. PATENT APPLICATIONS

None.

III. PATENT LICENSES

None.

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
SPILLFIX	4387846USA	August 20, 2013
COCOEARTH	1048375AUS	March 7, 2006
KITTY'S CRUMBLE	1279676AUS	October 12, 2009
COCOSORB	922922AUSA	June 11, 2003
COCOZONE	1048384AUS	February 17, 2006

II. TRADEMARK APPLICATIONS

KITTY'S CRUMBLE	USA	December 31, 2014
KRITTER'S CRUMBLE	USA	December 31, 2014

III. TRADEMARK LICENSES

None.

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.

US2008 24913 3