

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332925

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The HC Companies, Inc.		02/17/2015	CORPORATION: DELAWARE
Grower Express Trucking, Inc.		02/17/2015	CORPORATION: OHIO
Amerikan, LLC		02/17/2015	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	340 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10173
Entity Type:	National Association: NEW YORK

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2203903	
Registration Number:	2033453	PRESTO POT
Registration Number:	1918002	REGAL
Registration Number:	1919800	REGAL
Registration Number:	1707632	ULTRA
Registration Number:	3317678	AMERIKAN
Registration Number:	3800242	
Registration Number:	2386869	DILLEN
Registration Number:	3790597	GROWING YOUR BUSINESS!
Registration Number:	3696603	GROWING YOUR BUSINESS!
Registration Number:	4365797	NATURAL ELEGANCE
Serial Number:	86052299	CERAMASTONE RESIN POTTERY
Serial Number:	86059507	PIZZAZZ-POP RESIN POTTERY
Registration Number:	2033455	EURO SYSTEM
Registration Number:	1789439	FIBER GROW ENVIRO-CONTAINERS
Registration Number:	1236366	KORD
Registration Number:	1221750	KORD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3832389	KORD QUICK LOCK
Registration Number:	2169871	KORDLOK
Registration Number:	2326668	PLANTERS' PRIDE
Registration Number:	2341083	PLANTERS' PRIDE
Registration Number:	1723842	PLANTERS' PRIDE
Registration Number:	4099216	PLANTERS' PRIDE

CORRESPONDENCE DATA

Fax Number: 6175236850
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: 617-523-2700
Email: patentdocketing@hklaw.com,susan.dinicola@hklaw.com
Correspondent Name: HOLLAND & KNIGHT LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	057833.00047
NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	02/23/2015

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the "IP Security Agreement") dated as of February 17, 2015, is made by the Persons listed on the signature page hereof (individually, each a "Grantor" and collectively, jointly and severally, the "Grantors") in favor of PNC Bank, National Association, as a lender and as Agent for the Lenders party from time to time to the Credit Agreement referred to below (in such capacity, together with its successors and assigns, "Agent").

WHEREAS, THE HC COMPANIES, INC., a corporation formed under the laws of the State of Delaware ("HC Operating"), GROWER EXPRESS TRUCKING, INC., a corporation formed under the laws of the State of Ohio ("Grower"), AMERIKAN, LLC, a limited liability company formed under the laws of the State of Florida ("Amerikan") and THE HC CANADA OPERATING COMPANY LTD., a corporation incorporated under the laws of the Province of Ontario ("HC Canada"; together with HC Operating, Grower, Amerikan and each Person joined thereto as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), have entered into a Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, with Agent and the Lenders party thereto (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the "Credit Agreement"). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement and the Other Documents, each Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Bodies.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. **Definitions.** The following terms have the meanings set forth below:

(a) "Copyrights" means all of the following now owned or hereafter adopted or acquired by any Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv)

rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by any Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule C attached hereto whether or not any of Grantor’s Copyrights or Copyright registrations are not assignable.

(c) “Patents” shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule A attached hereto whether or not any of Grantor’s Patents or Patent registrations are not assignable.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule B attached hereto whether or not any of Grantor’s Trademarks or Trademark registrations are not assignable.

SECTION 2. Grant of Security. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Body record this IP Security Agreement.

SECTION 5. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of 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.

SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

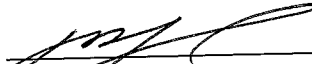
SECTION 7. **Governing Law**. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of New York without regard to principles of conflicts of laws thereof (other than Sections 5.1401 and 5-1402 of the New York General Obligations Law).

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS

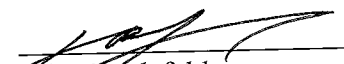
THE HC COMPANIES, INC.

By: 
Name: John Landefeld
Title: Chief Financial Officer and Secretary

GROWER EXPRESS TRUCKING, INC.

By: 
Name: John Landefeld
Title: Chief Financial Officer and Secretary

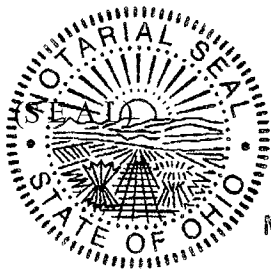
AMERIKAN, LLC

By: 
Name: John Landefeld
Title: Chief Financial Officer and Secretary

ACKNOWLEDGMENT

STATE OF OH :
 : SS
COUNTY OF Summit :

Before me, the undersigned, a Notary Public, on this 10 day of February, 2015, personally appeared John Landefeld, to me known personally, who, being by me duly sworn, did say that he/she is the Chief Financial Officer and Secretary of THE HC COMPANIES, INC., Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said Chief Financial Officer and Secretary acknowledged said instrument to be his/her free act and deed.



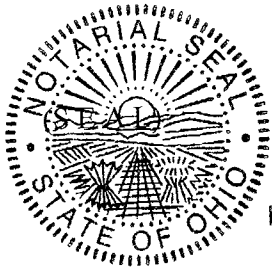
COREY S. ADAMS
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Portage County
My Comm. Exp. 9/30/17

Notary Public
My Commission Expires: 9-30-2017

ACKNOWLEDGMENT


STATE OF OH :
 : SS
COUNTY OF Summit :

Before me, the undersigned, a Notary Public, on this 10 day of February, 2015, personally appeared John Landefeld, to me known personally, who, being by me duly sworn, did say that he/she is the Chief Financial Officer and Secretary of GROWER EXPRESS TRUCKING, INC., Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said Chief Financial Officer and Secretary acknowledged said instrument to be his/her free act and deed.



COREY S. ADAMS
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Portage County
My Comm. Exp. 9/30/17

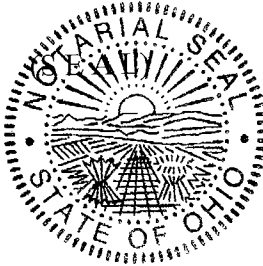
Notary Public
My Commission Expires: 9-30-2017



ACKNOWLEDGMENT

STATE OF OH :
 : SS
COUNTY OF Summit :

Before me, the undersigned, a Notary Public, on this 10 day of February, 2015, personally appeared John Landefeld, to me known personally, who, being by me duly sworn, did say that he/she is the Chief Financial Officer and Secretary of AMERIKAN, LLC, Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said Chief Financial Officer and Secretary acknowledged said instrument to be his/her free act and deed.



COREY S. ADAMS
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Portage County
My Comm. Exp. 9/30/17

Notary Public
My Commission Expires: 9-30-2017

A handwritten signature in black ink, appearing to be "CSA", written over a horizontal line.

SCHEDULE A

PATENTS AND PATENT LICENSES

U.S. Patents

Registration Number	Title	Country	Owner
D515,970	Plant pot	USA	The HC Canada Operating Company, Ltd.
D511,477	Plant pot	USA	The HC Canada Operating Company, Ltd.
D505,882	Flower pot	USA	The HC Canada Operating Company, Ltd.
D619,923	Plant Pot	USA	The HC Canada Operating Company, Ltd.
7,171,781	Plant Pot Coding	USA	Amerikan, LLC
D707,588	Hanging Basket	USA	The HC Companies, Inc.

U.S. and PCT Patent Applications

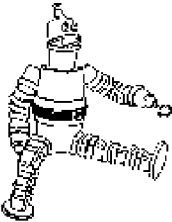



Application Number	Title	Country	Owner
29/488,536	Planter	USA	The HC Companies, Inc.
29/488,539	Planter	USA	The HC Companies, Inc.
29/488,541	Planter	USA	The HC Companies, Inc.
29/488,546	Planter	USA	The HC Companies, Inc.
29/488,549	Planter	USA	The HC Companies, Inc.
29/488,552	Planter	USA	The HC Companies, Inc.
29/488,554	Planter	USA	The HC Companies, Inc.
14/269,475	Hybrid Injection Molding System	USA	The HC Companies, Inc.
29/497,074	Planter (1)	USA	The HC Companies, Inc.
29/497,085	Planter (2)	USA	The HC Companies, Inc.
29/497,088	Planter (3)	USA	The HC Companies, Inc.

SCHEDULE B

TRADEMARKS AND TRADEMARK LICENSES

U.S. Trademarks:


Registration Number	Trademark	Country	Owner
2033455		USA	The HC Canada Operating Company, Ltd.
1789439		USA	The HC Canada Operating Company, Ltd.
1236366	KORD	USA	The HC Canada Operating Company, Ltd.
1221750		USA	The HC Canada Operating Company, Ltd.
3832389	KORD QUICK LOCK	USA	The HC Canada Operating Company, Ltd.
2169871	KORDLOK	USA	The HC Canada Operating Company, Ltd.
2326668	PLANTERS' PRIDE	USA	The HC Canada Operating Company, Ltd.
2341083	PLANTERS' PRIDE	USA	The HC Canada Operating Company, Ltd.
1723842	PLANTERS' PRIDE	USA	The HC Canada Operating Company, Ltd.
4099216		USA	The HC Canada Operating Company, Ltd.

2203903		USA	The HC Canada Operating Company, Ltd.
2033453	PRESTO POT	USA	The HC Canada Operating Company, Ltd.
1918002	REGAL	USA	The HC Canada Operating Company, Ltd.
1919800		USA	The HC Canada Operating Company, Ltd.
1707632	ULTRA	USA	The HC Canada Operating Company, Ltd.
3317678	AMERIKAN	USA	Amerikan, LLC
3800242		USA	The HC Companies, Inc.
2386869	DILLEN	USA	The HC Companies, Inc.
3790597	GROWING YOUR BUSINESS!	USA	The HC Companies, Inc.
3696603		USA	The HC Companies, Inc.
4365797	NATURAL ELEGANCE	USA	The HC Companies, Inc.

U.S. Trademark Applications:

Application Number	Trademark	Country	Owner
86052299	CERMASTONE RESIN POTTERY	USA	The HC Companies, Inc.
86059507	PIZZAZZ-POP RESIN POTTERY	USA	The HC Companies, Inc.

Trademarks licenses:

Registration Number	Trademark	Country	Owner
3793598		USA	The HC Companies, Inc.

SCHEDULE C

COPYRIGHTS AND COPYRIGHT LICENSES

None.