TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358717

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EASY GARDENER PRODUCTS, INC.		09/30/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	Two Tower Center Boulevard
City:	East Brunswick
State/Country:	NEW JERSEY
Postal Code:	08816
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Registration Number:	2359625	GREAT RESULTS. LESS WORK.
Registration Number:	3956169	AQUAWRAP
Registration Number:	3228792	BIO FABRICPEGS
Registration Number:	1938066	BIO BLOCK
Registration Number:	2009832	BIOZOME
Registration Number:	1804536	BIRD BLOCK
Registration Number:	1252606	CLOUD COVER
Registration Number:	2667208	COUNTRY CLASSIC BORDER
Registration Number:	1802112	DEER BLOCK
Registration Number:	3091035	DUCKBILL KNIFE
Registration Number:	2356107	EASY GARDENER
Registration Number:	3287769	EASY GARDENER CHRISTMAS TREE SAVER
Registration Number:	3417331	EASY GARDENER PATIO & SIDEWALK UNDERLINE
Registration Number:	3154859	EASY GARDENER PLANT PROTECTING BLANKET
Registration Number:	3112789	EASY GARDENER PLANT PROTECTOR BAGS
Registration Number:	3265727	EASY GARDENER X-TREME DEER BARRIER
Registration Number:	3857458	ECO-FRIENDLY GARDENING CHOICES
Registration Number:	1928560	EMERALD EDGE
Registration Number:	1981079	FABRICPEGS

OP $1415.00 2359625

Property Type	Number	Word Mark
Registration Number:	3143749	FEEDS A LITTLE EVERY DAY
Registration Number:	3219196	GARDEN BRAID BORDER
Registration Number:	3213552	GARDEN DEFENSE OWL
Registration Number:	4020821	GARDEN DEFENSE FALCON
Registration Number:	3935838	GRASSSHIELD
Registration Number:	2953484	GREEN-AGAIN
Registration Number:	1664643	GRO-STAKES
Registration Number:	1768337	IT WORKS. YOU DON'T.
Registration Number:	2883762	JOBE'S
Registration Number:	2969910	JOBE'S
Registration Number:	3213484	JOBES
Registration Number:	3213541	JOBE'S CRYSTALS
Registration Number:	3223489	JOBE'S DRIP FEEDER
Registration Number:	3280972	JOBE'S ORGANICS
Registration Number:	3209288	MAXIGRID
Registration Number:	3121605	PRO WEEDBLOCK
Registration Number:	1741296	ROSS
Registration Number:	1682545	ROSS
Registration Number:	1684947	ROSS
Registration Number:	1675783	ROSS ROOT FEEDER
Registration Number:	1986161	SCATTER CAP
Registration Number:	4679565	SCIENCE + NATURE
Registration Number:	1921278	STOPS WEEDS FOR YEARS
Registration Number:	4679564	TERRAZOME
Registration Number:	2010199	TREE GARD
Registration Number:	3315713	TREESTAKIT
Registration Number:	3218131	WEEDBLOCK
Registration Number:	1408576	WEEDBLOCK
Registration Number:	2334841	WEED BLOCK
Registration Number:	3772285	WEEDBLOCK RECYCLED
Registration Number:	1989049	XP-20
Registration Number:	1769537	TREE STAKIT
Registration Number:	1671754	FAST START
Registration Number:	1557426	FABRICPEGS
Serial Number:	86743829	BURSTING BLOOMS
Serial Number:	86713470	WEEDBLOCK DIAMOND
Serial Number:	86677942	POWER FLEX

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: John Salvage

Address Line 1: 4400 Easton Commons Way Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	John Salvage
SIGNATURE:	/Michael Barys/
DATE SIGNED:	10/15/2015

Total Attachments: 9

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Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

EASY GARDENER PRODUCTS, INC.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation- State: Delaware
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: PNC Bank, National Association, as Agent
Internal Address:
Street Address: Two Tower Center Boulevard
City: East Brunswick
State: New Jersey
Country: USA Zip: 08816

☑ Association Citizenship USA
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) September 30, 2015

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Schedule I attached

B. Trademark Registration No.(s)
See Schedule I attached

Additional sheet(s) attached? ✓ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: John Salvage
Internal Address: CT Corporation
Street Address: 4400 Easton Commons Way
Suite 125
City: Columbus
State: Ohio Zip: 43219
Phone Number: 614-280-3568
Fax Number:
Email Address: John.Salvage@wolterskluwer.com

6. Total number of applications and registrations involved: 58

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature:

Signature — October 6, 2015 Date

Leslie Kirsner
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of September 30, 2015 is made by each of the entities listed on the signature pages hereof (each, a "Grantor", and collectively, the "Grantors"), in favor of PNC Bank, National Association ("PNC"), as agent for the benefit of the Lenders (defined below) (in such capacity, together with its successors and permitted assigns, the "Agent").

Introductory Statement

WHEREAS, pursuant to the Revolving Credit and Security Agreement dated as of September 30, 2015 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") among Easy Gardener Products, Inc. (the "Borrower"), Easy Gardener Products Holdings, Inc., EZG Holdings, LLC and the other Guarantors referred to therein, certain financial institutions from time to time party thereto (the "Lenders") and Agent, the Lenders have agreed to make certain financial accommodations to the Borrower on and subject to the terms and conditions set forth therein, and pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce Agent and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective loans to the Borrower thereunder, and to induce Agent to act in its agency capacity thereunder, and intending to be legally bound, each Grantor hereby agrees with Agent, for the benefit of the Lenders, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges, collaterally assigns and transfers to Agent for the benefit of the Lenders, and grants to Agent for the benefit of the Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to Agent for the benefit of the Lenders pursuant to the Loan Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark 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. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and the IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES

THAT THE TERMS AND PROVISIONS OF SECTION 12.13 OF THE LOAN AGREEMENT ("JURY WAIVER") ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 16.2, 16.3(a), 16.6, 16.8, 16.12 and 16.13 of the Loan Agreement ("Entire Understanding"; "Successors and Assigns"; "Notice"; "Severability"; "Captions"; "Counterparts; Facsimile Signatures") are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute an "Other Document" for all purposes of the Loan Agreement and the Other Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

EASY GARDENER PRODUCTS, INC., as Grantor

By _____

Name: Shelby Marlow

Title: Secretary, Treasurer and Chief Financial Officer

Signature page to Trademark Security Agreement

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Loan Party Name	Title	Application Number and Date	Registration Number and Date	Country
Easy Gardener Products, Inc.	Jobe's & design (old style)		353936 Issued 6/6/88	Benelux
Easy Gardener Products, Inc.	Emerald Edge	10/4/01	2401016 Issued 5/14/03	Community
Easy Gardener Products, Inc.	FabricPegs	10/4/01	2401057 Issued 3/10/03	Community
Easy Gardener Products, Inc.	Jobe's	10/4/01	2401313 Issued 12/17/02	Community
Easy Gardener Products, Inc.	Ross Root Feeder	10/4/01	2400992 Issued 5/14/03	Community
Easy Gardener Products, Inc.	Easy Gardener (Word Mark)	10/4/01	2401230 Issued 12/3/04	Community
Easy Gardener Products, Inc.	Easy Gardener (Figurative)	10/4/01	2401032 Issued 5/18/04	Community
Easy Gardener Products, Inc.	Weed Block (figurative)	10/4/01	2401008 Issued 8/4/03	Community
Easy Gardener Products, Inc.	WeedBlock Discs	1/20/03	3014412 Issued 12/14/04	Community
Easy Gardener Products, Inc.	UnKrautstop Natur	7/23/07	6127443 Issued 8/29/08	Community
Easy Gardener Products, Inc.	Easy Fleece	12/18/02	2,983,591 Issued 4/30/04	Community
Easy Gardener Products, Inc.	Jobe's		934,556 Issued 3/20/81	Spain
Easy Gardener Products, Inc.	Gro Cover & Design		1521924 Issued 11/9/94	United Kingdom
Easy Gardener Products, Inc.	"Great Results, Less Work"	75/610,382	2,359,625 Issued 6/20/00	USA
Easy Gardener Products, Inc.	AQUAWRAP	85-060,773	3,956,169 Issued 3/5/11	USA
Easy Gardener	Bio FabricPegs	78/656,415	3,228,792	USA

Loan Party Name	Title	Application Number and Date	Registration Number and Date	Country
Products, Inc.			Issued 10/4/07	
Easy Gardener Products, Inc.	BioBlock	74/539,577	1,938,066 Issued 11/28/95	USA
Easy Gardener Products, Inc.	Biozome	74/714,128	2,009,832 Issued 10/22/96	USA
Easy Gardener Products, Inc.	Bird Block	74/329,534	1,804,536 Issued 11/16/93	USA
Easy Gardener Products, Inc.	Cloud Cover	73/367,655	1,252,606 Issued 4/10/83	USA
Easy Gardener Products, Inc.	Country Classic Border	76/293,337	2,667,208 Issued 12/24/02	USA
Easy Gardener Products, Inc.	Deer Block	74/329,925	1,802,112 Issued 11/2/93	USA
Easy Gardener Products, Inc.	Duckbill Knife	78/346,177	3,091,035 Issued 5/9/06	USA
Easy Gardener Products, Inc.	Easy Gardener & Design (Rectangle)	75/515,511	2,356,107 Issued 6/6/00	USA
Easy Gardener Products, Inc.	Easy Gardener Christmas Tree Saver	77/075,174	3,287,769 Issued 9/4/07	USA
Easy Gardener Products, Inc.	Easy Gardener Patio & Sidewalk Underliner	77/223,540	3,417,331 Issued 4/29/08	USA
Easy Gardener Products, Inc.	Easy Gardener Plant Protecting Blanket	78/430057	3,154,859 Issued 10/10/06	USA
Easy Gardener Products, Inc.	Easy Gardener Plant Protector Bags	78/430,058	3,112,789 Issued 7/4/06	USA
Easy Gardener Products, Inc.	Easy Gardener X-treme Deer Barrier	78/430047	3,265,727 Issued 7/17/07	USA
Easy Gardener Products, Inc.	Eco-Friendly Gardening Choices + Design	77/592,668	3,857,458 Issued 10/5/10	USA
Easy Gardener Products, Inc.	Emerald Edge	74/430,993	1,928,560 Issued 10/17/95	USA
Easy Gardener Products, Inc.	FabricPegs (Prin. Reg.)	74/696,434	1,981,079 Issued 6/18/96	USA
Easy Gardener Products, Inc.	Feeds A Little Every Day	78/656,407	3,143,749 Issued 9/12/06	USA
Easy Gardener Products, Inc.	Garden Braid Border	78/922,885	3,219,196 Issued 3/13/07	USA
Easy Gardener Products, Inc.	Garden Defense Owl	78/958,323	3,213,552 Issued 2/27/07	USA
Easy Gardener Products, Inc.	Garden Defense Falcon	85/142,105	4,020,821 Issued 8/30/11	USA
Easy Gardener	GrassShield	85/031,099	3,935,838	USA

Loan Party Name	Title	Application Number and Date	Registration Number and Date	Country
Products, Inc.			Issued 3/22/11	
Easy Gardener Products, Inc.	Green Again	78/263,429	2,953,484 Issued 5/17/05	USA
Easy Gardener Products, Inc.	Gro-Stakes (b.l.)	74/079,964	1,664,643 Issued 11/19/91	USA
Easy Gardener Products, Inc.	It Works. You Don't (b.l.)	74/243,947	1,768,337 Issued 5/4/93	USA
Easy Gardener Products, Inc.	Jobe's (Block letter)	76/506,972	2,883,762 Issued 9/14/04	USA
Easy Gardener, Inc.	Jobe's (Block letter)	78/282,218	2,969,910 Issued 7/19/05	USA
Easy Gardener Products, Inc.	Jobe's (new design)	78/891,237	3,213,484 Issued 2/27/07	USA
Easy Gardener Products, Inc.	Jobe's Crystals	78/920,240	3,213,541 Issued 2/27/07	USA
Easy Gardener Products, Inc.	Jobe's Drip Feeder	78/656,371	3,223,489 Issued 3/27/07	USA
Easy Gardener Products, Inc.	Jobe's Organics	78/961,674	3,280,972 Issued 8/14/07	USA
Easy Gardener Products, Inc.	MaxiGrid	78/958,371	3,209,288 Issued 2/13/07	USA
Easy Gardener Products, Inc.	Pro WeedBlock	78/403,938	3121605 Issued 7/25/06	USA
Easy Gardener Products, Inc.	Ross (b.l.)	74/215,625	1,741,296 Issued12/22/92	USA
Easy Gardener Products, Inc.	Ross (leaf design in "O" of Ross)	74/107,615	1,682,545 Issued 4/14/92	USA
Easy Gardener Products, Inc.	Ross (word mark)	74/079,932	1,684,947 Issued 5/5/92	USA
Easy Gardener Products, Inc.	Ross Root Feeder	74,079,974	1,675,783 Issued 2/18/92	USA
Easy Gardener Products, Inc.	Scatter Cap (b.l.)	74/546,230	1,986,161 Issued 7/9/96	USA
Easy Gardener Products, Inc.	Science + Nature	86/010,822	4679565 Issued 01/27/2013	USA
Easy Gardener Products, Inc.	Stops Weeds for Years	74,539,576	1,921,278 Issued 9/19/95	USA
Easy Gardener Products, Inc.	Terrazome	86/010,665	4679564 01/27/2015	USA
Easy Gardener Products, Inc.	Tree Gard	75/028,507	2,010,199 Issued 10/22/96	USA

Loan Party Name	Title	Application Number and Date	Registration Number and Date	Country
Easy Gardener Products, Inc.	Treestakit	77/047,804	3,315,713 Issued 10/23/07	USA
Easy Gardener Products, Inc.	WeedBlock - one word format	78/973,217	3,218,131 Issued 3/13/07	USA
Easy Gardener Products, Inc.	WeedBlock (Arrow style)	73/576,723	1,408,576 Issued 9/9/86	USA
Easy Gardener Products, Inc.	WeedBlock (New stylized)	75/561,295	2,334,841 Issued 3/28/00	USA
Easy Gardener Products, Inc.	Weedblock Recycled	77/423504	3,772,285 Issued 4/6/10	USA
Easy Gardener Products, Inc.	XP-20 (b.l.)	74/546,229	1,989,049 Issued 7/23/96	USA
Easy Gardener Products, Inc.	X-TREME Deer Barrier	78/430047	3,265,727 Issued 7/17/07	USA
Easy Gardener Products, Inc.	Easy Gardener	75515511 07/08/1998	2356107 Issued 06/06/2000	USA
Easy Gardener Products, Inc.	Tree Stakit	74332849 11/19/1992	1769537 Issued 05/04/1993	USA
Easy Gardener Products, Inc.	Fast Start	74137942 02/11/1991	1671754 Issued 01/14/1992	USA
Easy Gardener Products, Inc.	FABRICPEGS	73763890 11/15/1988	1557426 Issued 09/19/1989	USA

2. TRADEMARK APPLICATIONS

Loan Party Name	Title	Application Number and Date	Application Date	Country
Easy Gardener Products, Inc.	Bursting Bloom	86743829	09/01/2015	USA
Easy Gardener Products, Inc.	Weedblock Diamond	86713470	08/03/2015	USA
Easy Gardener Products, Inc.	Power Flex	86677942	06/29/2015	USA

3. TRADEMARK LICENSES

None

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