

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM374814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HARVEST CONSUMER PRODUCTS, LLC		02/26/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WHITE OAK GLOBAL ADVISORS, LLC		
Street Address:	3 Embarcadero Center, Suite 550		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1786370	GARDEN PRO	
Registration Number:	2330480	SOIL KING	
Registration Number:	3083653	COLOURSCAPES	
Registration Number:	2994856	GARDEN PRO	
Registration Number:	3001446	NATURE'S PRIDE	
Registration Number:	4128259	BANFE	
Registration Number:	4396815	GARDEN PRO	
Registration Number:	4441058	NATURE'S PRIDE SELECT	
Registration Number:	4523043	NUTRI-FIBRE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kansley@stradley.com		
Correspondent Name:	Kareem Ansley		
Address Line 1:	Stradley Ronon		
Address Line 2:	100 Park Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	188071-0007		

CH \$240.00 1786370

NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	02/28/2016
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of February 26, 2016, by HARVEST CONSUMER PRODUCTS, LLC, a Delaware limited liability company ("Grantor"), in favor of WHITE OAK GLOBAL ADVISORS, LLC, a Delaware limited liability company, as administrative agent ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Agreement"), the Lenders have agreed to make Loans for the benefit of Grantor and the other Loan Parties; and

WHEREAS, as security for the Loan Parties' obligations under the Agreement, pursuant to the terms of the Agreement, Grantor granted to Agent, for the benefit of Agent and the Lenders, a Lien on all Trademarks (as defined in the Agreement) of Grantor, whether now owned or existing or hereafter acquired or arising, provided, that any such Trademark shall exclude any Excluded Property.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and the Lenders, a Lien upon, all of Grantor's presently existing or hereafter arising right, title and interest in and to all registered Trademarks referred to on Schedule A hereto (the "Registered Trademarks") provided, however, that the Registered Trademarks shall exclude any Excluded Property.

3. AGREEMENT. The security interests granted pursuant hereto are one and the same as those granted to Agent, on behalf of itself and the Lenders, pursuant to the Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Registered Trademarks made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Grant of Security Interest in Trademarks may be executed via telecopier or facsimile transmission in any number of counterparts and by different


parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.

5. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

Harvest Consumer Products, LLC

By: 
Name: David Hitchcock
Title: Manager

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

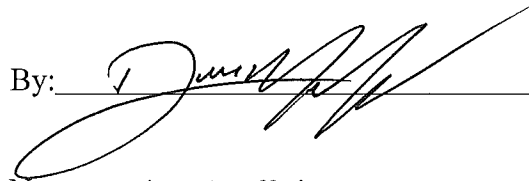
[Signature Page to Grant of Security Interest in Trademarks - Harvest]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

ACCEPTED AND ACKNOWLEDGED BY:

WHITE OAK GLOBAL ADVISORS, LLC
as Agent

By: _____

A handwritten signature in black ink, appearing to read 'Darius Mozaffarian', is written over a horizontal line.

Name: Darius Mozaffarian

Title: Manager

SCHEDULE A
to
GRANT OF SECURITY INTEREST IN TRADEMARKS

Mark Application/ Mark Registration	Country	Registration No.	Registered Owner
GARDEN PRO	United States	1786370	Harvest Consumer Products, LLC
SOIL KING	United States	2330480	Harvest Consumer Products, LLC
COLOURSCAPES	United States	3083653	Harvest Consumer Products, LLC
GARDEN PRO	United States	2994856	Harvest Consumer Products, LLC
NATURE'S PRIDE	United States	3001446	Harvest Consumer Products, LLC
BANFE	United States	4128259	Harvest Consumer Products, LLC
GARDEN PRO	United States	4396815	Harvest Consumer Products, LLC
NATURE'S PRIDE SELECT	United States	4441058	Harvest Consumer Products, LLC
NUTRI-FIBRE	United States	4523043	Harvest Consumer Products, LLC
NUTRI-FIBRE	Canada	TMA893,473	Harvest Consumer Products, LLC