# OP \$265.00 2989555

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM374900

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BMO HARRIS BANK, N.A., AS AGENT		02/12/2016	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	HARVEST CONSUMER PRODUCTS, LLC
Street Address:	1977 BAY ROAD
City:	MILFORD
State/Country:	DELAWARE
Postal Code:	19963
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2989555	NATURE'S PRIDE
Registration Number:	3001446	NATURE'S PRIDE
Registration Number:	2994856	GARDEN PRO
Registration Number:	1786370	GARDEN PRO
Registration Number:	3083653	COLOURSCAPES
Registration Number:	2944791	ICBIN
Registration Number:	2330480	SOIL KING
Registration Number:	1988377	PRO PATCH
Registration Number:	1911655	FANTASY SAND
Serial Number:	85372123	BANFE

### **CORRESPONDENCE DATA**

**Fax Number:** 7037125240

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.

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**Phone:** 7037125361

Email: scotugno@mcguirewoods.com

**Correspondent Name:** Shannon Cotugno Address Line 1: 1750 TYSONS BLVD

Address Line 2: SUITE 1800

TRADEMARK REEL: 005741 FRAME: 0896

Address Line 4: TYS0	TYSONS, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	2050285-0354		
NAME OF SUBMITTER:	SHANNON COTUGNO		
SIGNATURE:	/SHANNON COTUGNO/		
DATE SIGNED:	02/29/2016		
Total Attachments: 3			
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source=TMRELEASE#page2.tif			
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TRADEMARK REEL: 005741 FRAME: 0897

## RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT OF TRADEMARKS dated February 12, 2016 by BMO HARRIS BANK N.A., a national banking association, as Agent (in such capacity, the "Agent") for itself and certain other Secured Creditors (as such term is defined in the Agreement hereinafter defined), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603;

#### WITNESSETH:

WHEREAS, Harvest Consumer Products, LLC, successor by conversions under the Delaware Limited Liability Company Act to Coastal Supply Co, Inc., a Delaware corporation ("Debtor"), with its principal place of business and mailing address at 1977 Bay Road, Milford, Delaware 19963, and the Agent were parties to a certain Trademark Collateral Agreement dated August 19, 2011 between Debtor and the Agent which was recorded in the United States Patent and Trademark Office on August 19, 2011 at Reel 004608, Frame 0416 (the "Agreement"), pursuant to which Debtor granted to the Agent, a security interest in and collateral assignment of, among other things, the trademarks, trademark registrations and trademark applications listed on Schedule A attached hereto and certain other property (collectively, the "Trademark Property"); and

WHEREAS, Debtor has requested that the Agent release its security interests in the Trademark Property and reassign the same to Debtor;

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

The Agent hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to Debtor, without any representation, warranty, recourse or undertaking by the Agent, all of its right, title and interest, if any, in and to each trademark, trademark registration, and trademark application listed on Schedule A hereto, and:

- (i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and
- (ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the Agent has caused this Release and Reassignment of Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

BMO HARRIS BANK N.A. fas Agent,

Ву

Jennifer Wendrow Managing Director

# SCHEDULE A TO RELEASE AND REASSIGNMENT OF TRADEMARKS REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

# FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
NATURE'S PRIDE	2,989,555	8/30/2005
NATURE'S PRIDE	3,001,446	9/27/2005
GARDEN PRO	2,994,856	9/13/2005
GARDEN PRO	1,786,370	8/10/1993
COLOURSCAPES	3,083,653	4/18/2006
ICBIN	2,944,791	4/26/2005
SOIL KING	2,330,480	3/21/2000
PRO PATCH	1,988,377	7/23/1996
FANTASY SAND	1,911,655	8/15/1995

# PENDING FEDERAL TRADEMARK APPLICATIONS

	Mark		SERIAL NO.	FILED
BANFE			85,372,123	7/15/2011

TRADEMARK REEL: 005741 FRAME: 0900

**RECORDED: 02/29/2016**