

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM374901

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:	PNC BANK, NATIONAL BANKING ASSOCIATION, AS AGENT
Street Address:	2 N Lake Avenue
Internal Address:	Suite 440
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

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

OP \$240.00 1786370

CORRESPONDENCE DATA

Fax Number: 7037125361

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: 7037125361

Email: scotugno@mcguirewoods.com

Correspondent Name: Shannon Cotugno

Address Line 1: 1750 TYSONS BLVD

Address Line 4: TYSONS, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	2050285-0354
NAME OF SUBMITTER:	Shannon Cotugno
SIGNATURE:	/SHANNON COTUGNO/
DATE SIGNED:	02/29/2016
Total Attachments: 5 source=TMGRANT#page1.tif source=TMGRANT#page2.tif source=TMGRANT#page3.tif source=TMGRANT#page4.tif source=TMGRANT#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 PNC BANK, NATIONAL ASSOCIATION, a national banking association, as agent ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit 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 "Credit Agreement"), the Lenders have agreed to make loans to or for the benefit of Grantor and the other Credit Parties; and

WHEREAS, as security for the Credit Parties' obligations under the Credit Agreement, pursuant to the terms of the Credit Agreement, Grantor granted to Agent, for the benefit of Agent and the Lenders, a Lien on all trademarks of Grantor, whether now owned or existing or hereafter acquired or arising, provided, that any such trademark shall exclude 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 Credit 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 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 Credit 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

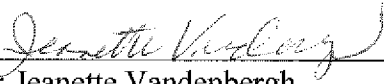
By: 

Name: David Hitchcock

Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION
as Agent

By: 
Name: Jeanette Vandenberg
Title: Senior Vice President

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