

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390446

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|-----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GRO-WELL Brands, Inc. | | 07/05/2016 | Corporation: DELAWARE |
| Western Organics, Inc. | | 07/05/2016 | Corporation: ARIZONA |
| RECEIVING PARTY DATA | | | |
| Name: | White Oak Asset Finance LLC, as Administrative Agent | | |
| Street Address: | 3 Embarcadero Center | | |
| Internal Address: | Suite 550 | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94111 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 18 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4703344 | ECOLITE | |
| Registration Number: | 3091194 | MULTI MULCH | |
| Registration Number: | 3066757 | NATURAL & ORGANIC | |
| Registration Number: | 3061196 | REDUCE WATER BY HALF | |
| Registration Number: | 1772991 | COLOROCK | |
| Registration Number: | 1044368 | DRIFTWOOD | |
| Registration Number: | 3972429 | FRESH START | |
| Registration Number: | 3905826 | GRO-WELL | |
| Registration Number: | 3905792 | GRO-WELL | |
| Registration Number: | 3339505 | GRO-WELL | |
| Registration Number: | 1291568 | GRO-WELL | |
| Registration Number: | 3788829 | NATURALLY INSPIRED | |
| Registration Number: | 3865978 | NATURALLY INSPIRED | |
| Registration Number: | 4353178 | NATURE'S WAY | |
| Registration Number: | 1635644 | PLAYSAFE | |
| Registration Number: | 3161229 | PRE-VENT | |
| Registration Number: | 4064680 | SOAK 'N SWEEP | |

OP \$465.00 4703344

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 0988673 | ECO-LITE |

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.

Phone: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn, Ltd. 55 E. Monroe
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

| | |
|--------------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 7473.002 |
| NAME OF SUBMITTER: | Kristen N. Lange |
| SIGNATURE: | /kristenlange/ |
| DATE SIGNED: | 07/06/2016 |

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 5, 2016, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of White Oak Asset Finance LLC ("White Oak"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of July 5, 2016 (as the same may be amended, restated, amended and restated, supplemented or modified from time to time, the "Loan Agreement"), by and among the Borrowers, the other Loan Parties party thereto, the Lenders from time to time party thereto, and White Oak, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are party to the Loan Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined 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 and hypothecates to Administrative Agent for the benefit of the Lenders, and grants to Administrative 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 Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I 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, without limitation, 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.

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest 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.

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 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 rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

GRO-WELL BRANDS, INC.,

as Grantor

By: 

Name: Alan Langer

Title: CFO

WESTERN ORGANICS, INC.,

as Grantor

By: 

Name: Alan Langer

Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

WHITE OAK ASSET FINANCE LLC,
as Administrative Agent

By: _____

Name: _____

Title: _____

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

GRO-WELL BRANDS, INC.,
as Grantor


By: _____
Name: _____
Title: _____

WESTERN ORGANICS, INC.,
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

WHITE OAK ASSET FINANCE LLC,
as Administrative Agent

By:  _____
Name: Andre Hakkak
Title: Managing Member

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

I. REGISTERED TRADEMARKS

| Grantor | Mark | Registration Number | Registration Date |
|------------------------|--------------------------------------|---------------------|-------------------|
| Gro-Well Brands, Inc. | Ecolite (stylized logo) | 4703344 | 3/17/2015 |
| Western Organics, Inc. | Mutlimulch (stylized logo) | 3091194 | 5/9/2006 |
| Western Organics, Inc. | Natural & Organic (stylized logo) | 3066757 | 3/7/2006 |
| Western Organics, Inc. | Reduce Water by Half (stylized logo) | 3061196 | 2/21/2006 |
| Western Organics, Inc. | COLOROCK | 1772991 | 5/25/1993 |
| Western Organics, Inc. | DRIFTWOOD | 1044368 | 7/20/1976 |
| Gro-Well Brands, Inc. | FRESH START | 3972429 | 6/7/2011 |
| Gro-Well Brands, Inc. | GRO-WELL | 3905826 | 1/11/2011 |
| Gro-Well Brands, Inc. | GRO-WELL | 3905792 | 1/11/2011 |
| Gro-Well Brands, Inc. | GRO-WELL | 3339505 | 11/20/2007 |
| Gro-Well Brands, Inc. | GRO-WELL | 1291568 | 8/28/1984 |
| Gro-Well Brands, Inc. | NATURALLY INSPIRED | 3788829 | 5/11/2010 |
| Gro-Well Brands, Inc. | NATURALLY INSPIRED | 3865978 | 10/19/2010 |
| Gro-Well Brands, Inc. | NATURE'S WAY | 4353178 | 6/18/2013 |
| Western Organics, Inc. | PLAYSAFE | 1635644 | 2/19/1991 |
| Gro-Well Brands, Inc. | PRE-VENT | 3161229 | 10/24/2006 |
| Gro-Well Brands, Inc. | SOAK 'N SWEEP | 4064680 | 11/29/2011 |

| Grantor | Mark | Registration Number | Registration Date |
|------------------------|--|----------------------------|--------------------------|
| Western Organics, Inc. | ECO-LITE | 0988673 | 7/23/74 |
| Arizona Trademarks | | | |
| Western Organics, Inc. | ARIZONA'S BEST SHADOW OUTLINE STATE OF ARIZONA IN OVAL CIRCLE (design) | 41491 | 8/17/1998 |
| Western Organics, Inc. | CARTOON DRAWING OF STANDING BULL WITH HORNS AND TAILS IN AIR (design) | 41492 | 8/17/1998 |
| Western Organics, Inc. | WESTERN ORGANICS CARTOON BULL STANDING IN MIDDLE WITH MOUNTAINS ON BOTH SIDES AND A FLOWER BY RAISED HOOF WESTERN ORGANICS FOLLOWING CIRCLE (design) | 41493 | 8/17/1998 |
| Western Organics, Inc. | DESERT MOUNTAINS SCENE GOING FROM SIDE TO SIDE WITH SUNSET (design) | 41494 | 8/17/1998 |
| Western Organics, Inc. | NATURE'S WAY IN RAINBOW ARCH OVER THREE MOUNTAIN PEAKS FOUR | 41495 | 8/17/1998 |

2. TRADEMARK APPLICATIONS

- None.

3. LICENSES

- Trademark License Agreement between Square Foot Gardening Foundation (Licensor) and Western Organics, Inc. dba Gro-Well Brands, Inc. (Licensee) regarding use of trademark SQUARE FOOT GARDENING, U.S. effective October 1, 2011.