

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409758

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cedar Grove Composting, Inc.		12/19/2016	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	1301 5th Avenue, 24th Floor		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87190298	COMPOST FEST	
Registration Number:	5046467	COMPOST DAYS	
Registration Number:	5002360		
Registration Number:	4961455	ALL THINGS COMPOSTING	
Registration Number:	4822001	ZILCH. ZERO. NADA.	
Registration Number:	4738541	ZILCHABLES	
Registration Number:	4629180	ZILCHABLES	
Registration Number:	4015794		
Registration Number:	3937034	CEDAR GROVE	
Registration Number:	3574930	GREEN SCENE	
Registration Number:	3476372	CEDAR GROVE	
CORRESPONDENCE DATA			
Fax Number:	5037782200		
<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>			
Phone:	(503) 778-2127		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Parna A. Mehrbani		
Address Line 1:	601 SW Second Ave., Ste. 2100		
Address Line 4:	Portland, OREGON 97204		

OP \$290.00 87190298

TRADEMARK

NAME OF SUBMITTER:	Parna A. Mehrbani
SIGNATURE:	/Parna A. Mehrbani/
DATE SIGNED:	12/21/2016
Total Attachments: 5 source=Notice of IP Security Agreement (Trademarks)#page1.tif source=Notice of IP Security Agreement (Trademarks)#page2.tif source=Notice of IP Security Agreement (Trademarks)#page3.tif source=Notice of IP Security Agreement (Trademarks)#page4.tif source=Notice of IP Security Agreement (Trademarks)#page5.tif	

GRANT OF SECURITY INTEREST

This GRANT OF SECURITY INTEREST, dated as of December 19, 2016, is executed by **CEDAR GROVE COMPOSTING, INC.**, a Washington corporation (the “Grantor”), in favor of **KEYBANK NATIONAL ASSOCIATION**, a national banking association (“Lender”).

A. Grantor executed those certain promissory notes, dated as of the date hereof (individually and collectively, the “Note”) in favor of Lender, pursuant to which Lender agreed to provide financing to Grantor in the aggregate stated amount of up to \$20,000,000 (collectively, the “Loan”) in connection with that certain Credit Agreement dated as of even date herewith, between Grantor and Lender, as may be amended or restated (the “Credit Agreement”).

B. As a condition precedent to making the Loan, Lender requires that Grantor grant a security interest in all intellectual property owned by Grantor, and receipt by Lender of this Security Agreement duly executed by Grantor.

C. Grantor owns the trademarks and/or applications for trademarks more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the “Intellectual Property”);

D. Grantor has entered into an Intellectual Property Security Agreement dated the date hereof (the “Security Agreement”) in favor of Lender; and

E. Pursuant to the Security Agreement, Grantor has granted to Lender a security interest in all right, title, and interest of Grantor in and to the Intellectual Property, together with any reissue, continuation, continuation-in-part, or extension thereof, and all proceeds thereof, including any and all causes of action that may exist by reason of infringement thereof for the full term of the Intellectual Property (collectively, the “Collateral”), to secure the prompt payment, performance, and observance of the Obligations, as defined in the Credit Agreement;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance, and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender’s address is:

KeyBank National Association
1301 5th Avenue, 24th Floor
Seattle, WA 98101
Attn: Nathan Michel

With a copy to:

Lane Powell PC
1420 Fifth Avenue, Suite 4200
P.O. Box 91302
Seattle, WA 98111-9402
Attn: Stephanie Stephens

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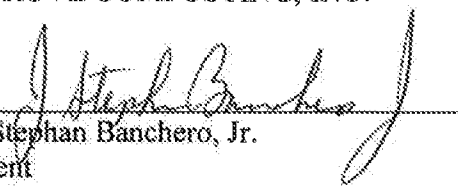
IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

CEDAR GROVE COMPOSTING, INC.

By: _____


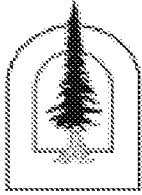
Name: J. Stephan Banchero, Jr.

Its: President

A handwritten signature in black ink, appearing to read "J. Stephan Banchero, Jr.", is written over a horizontal line. The signature is cursive and extends slightly above and below the line.

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

MARK	DRAWING	SERIAL NO.
ALL THINGS COMPOSTING	ALL THINGS COMPOSTING	86/598,703
CEDAR GROVE	CEDAR GROVE	77/360,595
CEDAR GROVE packaging	CEDAR GROVE	85/031,890
COMPOST DAYS	COMPOST DAYS	86/619,200
COMPOST FEST	COMPOST FEST	87/190,298
evergreen tree design (image only)		86/824,751
GREEN SCENE	GREEN SCENE	77/368,822
tree and arch design		85/229,189
ZILCH. ZERO. NADA.	ZILCH. ZERO. NADA.	86/532,372
ZILCHABLES	ZILCHABLES	85/743,191
ZILCHABLES	ZILCHABLES	86/398,092

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST
TRADEMARK APPLICATIONS

None.