

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410716

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Houweling Nurseries Oxnard, Inc.		12/30/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gemcap Lending I, LLC		
<b>Street Address:</b>	24955 Pacific Coast Highway		
<b>City:</b>	Malibu		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90265		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4211074	HOUWELING'S HOT HOUSE	
<b>Registration Number:</b>	4258574	MASTERY UNDER GLASS	
<b>Registration Number:</b>	4211073	THE INDOOR ADVANTAGE	
<b>Registration Number:</b>	4299097	HOUWELING'S TOMATOES	
<b>Registration Number:</b>	5083507	TOMAZING	
<b>Serial Number:</b>	87244355	TOMTASTIC	
<b>Serial Number:</b>	86456485	HOUWELING'S HOME HARVEST	
<b>Registration Number:</b>	4516111	LITTLE SWEETOMS TOMATO DELIGHTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125865800		
<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>			
<b>Phone:</b>	2125865800		
<b>Email:</b>	astein@ctswlaw.com		
<b>Correspondent Name:</b>	Adam Stein		
<b>Address Line 1:</b>	420 Lexington Avenue		
<b>Address Line 2:</b>	Suite 2400		
<b>Address Line 4:</b>	New York, NEW YORK 10170		
<b>NAME OF SUBMITTER:</b>	Mai-Khoi Nguyen-Thanh		

OP \$215.00 4211074

<b>SIGNATURE:</b>	/Mai-Khoi Nguyen-Thanh/
<b>DATE SIGNED:</b>	12/30/2016
<b>Total Attachments: 13</b> source=Patent and Trademark Security Agreement - Houwelings - Executed (00310510)#page1.tif source=Patent and Trademark Security Agreement - Houwelings - Executed (00310510)#page2.tif source=Patent and Trademark Security Agreement - Houwelings - Executed (00310510)#page3.tif source=Patent and Trademark Security Agreement - Houwelings - Executed (00310510)#page4.tif source=Patent and Trademark Security Agreement - Houwelings - Executed (00310510)#page5.tif source=Patent and Trademark Security Agreement - Houwelings - Executed (00310510)#page6.tif source=Patent and Trademark Security Agreement - Houwelings - Executed (00310510)#page7.tif source=Patent and Trademark Security Agreement - Houwelings - Executed (00310510)#page8.tif source=Patent and Trademark Security Agreement - Houwelings - Executed (00310510)#page9.tif source=Patent and Trademark Security Agreement - Houwelings - Executed (00310510)#page10.tif source=Patent and Trademark Security Agreement - Houwelings - Executed (00310510)#page11.tif source=Patent and Trademark Security Agreement - Houwelings - Executed (00310510)#page12.tif source=Patent and Trademark Security Agreement - Houwelings - Executed (00310510)#page13.tif	

**PATENT AND TRADEMARK SECURITY AGREEMENT**

This Patent and Trademark Security Agreement, dated as of December 30, 2016 (this "Agreement"), made by **Houweling Nurseries Oxnard, Inc.**, a California corporation with a principal place of business located at 645 West Laguna Road, Camarillo, CA 93012 ("Grantor"), in favor of GEMCAP LENDING I, LLC, a Delaware limited liability company with offices at 24955 Pacific Coast Highway, Suite A202, Malibu, CA 90265 (together with its successors and assigns, "Lender").

**RECITALS**

**WHEREAS**, the Grantor has an ownership interest in the patents identified on **Exhibit 1** hereto (collectively, the "Patents"); and

**WHEREAS**, the Grantor has an ownership interest in the trademarks identified on **Exhibit 2** hereto (collectively, the "Trademarks"); and

**WHEREAS**, the Grantor and the Lender are parties to that certain Loan and Security Agreement, of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"); and

**WHEREAS**, the Grantor has granted to Lender a security interest in all of its property and assets, including, without limitation, the Patents and Trademarks, to secure the performance of Grantor's obligations under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, it is a condition precedent to the Lender's entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

**WHEREAS**, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Patents and Trademarks and the assignment of the Patents and Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

**WHEREAS**, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:

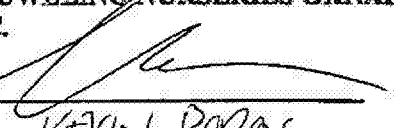
1. The Grantor does hereby acknowledge and confirm that the Patents and Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.

2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Patents and Trademark are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.
3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Patents and Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Patents and Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibits A-1 and A-2** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Patent and Trademark Security Agreement as of the day and year first above written.

HOUWELING NURSERIES OXNARD,  
INC.

By: 

Name: KEVIN DORAN

Title: CHIEF FINANCIAL OFFICER

**ACCEPTED AND AGREED:**

**LENDER:**

**GEMCAP LENDING I, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE – PATENT AND TRADEMARK SECURITY AGREEMENT]

**IN WITNESS WHEREOF**, this Patent and Trademark Security Agreement as of the day and year first above written.

**HOUWELING NURSERIES OXNARD,  
INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND AGREED:**

**LENDER:**

**GEMCAP LENDING I, LLC**

By: \_\_\_\_\_

Name: Richard Ellis

Title: Co-President

[SIGNATURE PAGE -- PATENT AND TRADEMARK SECURITY AGREEMENT]

**EXHIBIT 1**

**US Patents**

APPLN NO	APPLN DATE	TITLE	STATUS	GRANT NO	GRANT DATE
11/824,159	6/28/2007	Greenhouse and forced greenhouse climate control system and method	Issued	8,707,617	4/29/2014
15/148914	5/6/2016	Waste Energy Recycling System	Pending		
14/020564	9/6/2013	Adjustable Endcap for Use with Greenhouse Distribution Conduit	Pending		
14/057364	10/18/2013	Air-Handling Unit for Use in a Greenhouse	Pending		
12/636549	12/11/2009	Greenhouse and Forced Greenhouse Climate Control System and Method	Pending		
13/315193	12/8/2011	Closed Loop Energy Neutral Air Drying System	Pending		
PCT/US16/31352		Waste Energy Recycling System	Pending		

**Non-US Patents**

DOCKET NO.	TITLE	APPLICATION/ PATENT NO. (if different from App. No.)	FILED/ISSUED
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395-17-001CA (CANADA)	GREENHOUSE AND FORCED GREENHOUSE CLIMATE CONTROL SYSTEM AND METHOD	<b>2592674</b>	06/29/2007/  <b>Status: Issued</b> <b>07/23/2013</b>
395-17-001EP (EUROPE)	GREENHOUSE AND FORCED GREENHOUSE CLIMATE CONTROL SYSTEM AND METHOD	07810937.8/  <b>2031957</b>	06/29/2007/  <b>Status: Issued</b> <b>10/16/2013</b>
395-17-001IL (ISRAEL)	GREENHOUSE AND FORCED GREENHOUSE CLIMATE CONTROL SYSTEM AND METHOD	<b>193844</b>	09/22/2008/  <b>Status: Issued</b> <b>08/29/2013</b>
395-17-001EP2	Greenhouse and Forced Greenhouse Climate Control System and Method (Europe Divisional)	13184198.3	Pending
395-17-001IL2	Greenhouse and Forced Greenhouse Climate Control System and Method (Israel Divisional)	227472	Pending
395-17-001MX	Greenhouse and Forced Greenhouse Climate Control System and Method (Mexico)(non-PCT)	MX/a/2007/008107  327463	Issued
395-17-001MX2	Greenhouse and Forced Greenhouse Climate Control System and Method	MX/a/2015/001283	Pending
395-27-001CO	Greenhouse and Forced Greenhouse Climate Control System and Method (Continuation)	14/174,043	Pending
395-17-004AU3	Greenhouse and Forced Greenhouse Climate Control System and Method, Casey	2016/259,399	Pending



	Houweling, Geurt Reinders		
395-17-004AU-DV	Greenhouse and Forced Greenhouse Climate Control System and Method (Australia)	2014213537	Pending
395-17-004CA	Greenhouse and Forced Greenhouse Climate Control System and Method (Canada), Casey Houweling, Geurt Reinders	2777694	Pending
395-17-004EA	Greenhouse and Forced Greenhouse Climate Control System and Method (Eurasia)	201291033	Pending
395-17-004EP	Greenhouse and Forced Greenhouse Climate Control System and Method (Europe)	10720683.1	Pending
395-17-004IL	Greenhouse and Forced Greenhouse Climate Control System and Method (Israel)	220017	Pending
<u>395-17-004MX</u>	Greenhouse and Forced Greenhouse Climate Control System and Method (Mexico)	MX/a/2012/005610 327532	Issued
395-17-004MX2	Greenhouse and Forced Greenhouse Climate Control System and Method (Mexico Divisional)	MX/a/2015/001284	Awaiting Examination
395-17-005AU	Closed-Loop Energy Neutral Air Drying System (Australia)	2011338274	Abandoned
395-17-005CA	Closed-Loop Energy Neutral Air Drying System (Canada), Geurt Reinders	2,820,897	Issued
395-17-005EP	Closed-Loop Energy Neutral Air Drying System (Europe)	11796907.1	Abandoned
395-17-005IL	Closed-Loop Energy Neutral Air Drying System (Israel)	226849	Pending

395-17-005MX	Closed-Loop Energy Neutral Air Drying System (Mexico)	MX/a/2013/006519	Pending
395-17-005NZ	Closed-Loop Air Drying System (New Zealand)	611982	Abandoned
395-17-007NZ	Air-Handling Unit for Use in a Greenhouse (New Zealand)	727415	Pending
395-17-008NZ	Adjustable Endcap for Use with a Greenhouse Distribution Conduit (New Zealand)	727409	Pending
395-17-004AU (AUSTRALIA)	GREENHOUSE AND FORCED GREENHOUSE CLIMATE CONTROL SYSTEM AND METHOD	<b>2010328690</b>	05/07/2010/ <b>Status: Allowed; will be issued August 14, 2014 if not opposed.</b>
395-17-004NZ (NEW ZEALAND)	GREENHOUSE AND FORCED GREENHOUSE CLIMATE CONTROL SYSTEM AND METHOD	<b>599383</b>	04/13/2012/ <b>Status: Issued 12/13/2013</b>

**EXHIBIT 2****US Trademarks**

<b>Serial No. / Registration No.</b>	<b>Mark</b>	<b>Status</b>	<b>Filing Date</b>	<b>Date Registered</b>
Serial: 85/336,843  Reg.: 4211074	Houwelings Hot House	Registered	6/2/2011	9/18/2012
Serial: 85/377,848  Reg.: 4258574	Mastery Under Glass	Registered	7/21/2011	12/11/2012
Serial: 85,336,831  Reg.: 4211073	The Indoor Advantage	Registered	6/2/2011	9/18/2012
Serial: 85/482,891  Reg.: 4299097	Houweling's Tomatoes	Registered	11/29/2011	3/5/2013
Serial: 86/775354  Reg.: 5083507	Tomazing	Registered	10/1/2015	11/15/2016
Serial: 87244355	Tomtastic	Pending	11/21/2016	
Serial: 86456485	Houweling's Home Harvest	Pending	11/17/2014	
Serial: 85/871448  Reg. 4516111	Little Sweetoms Tomato Delights	Registered	3/8/2013	4/15/2014

**EXHIBIT A-1**

**ASSIGNMENT OF PATENTS**

This **ASSIGNMENT OF PATENTS** (this "Assignment"), dated as of \_\_\_\_\_, 201\_ made by **Houweling Nurseries Oxnard, Inc.**, a California corporation with a principal place of business located at 645 West Laguna Road, Camarillo, CA 93012 ("Assignor"), for the benefit of GemCap Lending I, LLC, a Delaware limited liability company ("Lender") and in favor of the Assignee as set forth below.

**RECITALS:**

**WHEREAS**, Assignor has an ownership interest in the Patents described on **Exhibit 1** attached hereto (the "Patents"); and

**WHEREAS**, Assignor and Lender are parties to that certain Loan and Security Agreement, dated as of December 30, 2016 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

**WHEREAS**, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Patents and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

**WHEREAS**, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, by this instrument, Assignor is hereby assigning the Patents to the Lender or its designee as set forth herein (such party defined herein as the Assignee).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Patents as follows:

1. Assignment of Patents. Assignor hereby assigns, transfers, and conveys to \_\_\_\_\_, a \_\_\_\_\_ with offices at \_\_\_\_\_ (the "Assignee") all of Assignor's right, title and interest in and to the Patents together with the goodwill associated therewith.

2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such

governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

**IN WITNESS WHEREOF**, Assignor has executed this Assignment as of the date first above written.

**ASSIGNOR:**

**HOUWELING NURSERIES OXNARD,  
INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A-2**

**ASSIGNMENT OF TRADEMARKS**

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of \_\_\_\_\_, 201\_, made by **Houweling Nurseries Oxnard, Inc.**, a California corporation with a principal place of business located at 645 West Laguna Road, Camarillo, CA 93012 ("Assignor"), for the benefit of GemCap Lending I, LLC, a Delaware limited liability company ("Lender") and in favor of the Assignee as set forth below.

**RECITALS:**

**WHEREAS**, Assignor has an ownership interest in the Trademarks described on **Exhibit 1** attached hereto (the "Trademarks"); and

**WHEREAS**, Assignor and Lender are parties to that certain Loan and Security Agreement, dated as of December 30, 2016 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

**WHEREAS**, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

**WHEREAS**, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, by this instrument, Assignor is hereby assigning the Trademarks to the Lender or its designee as set forth herein (such party defined herein as the Assignee).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Trademarks as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to \_\_\_\_\_, a \_\_\_\_\_ with offices at \_\_\_\_\_ (the "Assignee") all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

**IN WITNESS WHEREOF**, Assignor has executed this Assignment as of the date first above written.

**ASSIGNOR:**

**HOUWELING NURSERIES OXNARD,  
INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_