

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432239

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRO-WELL BRANDS, INC.		06/20/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	COMMERCIAL LOAN SERVICE CENTER/DCC		
Internal Address:	500 FIRST AVENUE		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3905826	GRO-WELL	
Registration Number:	3905792	GRO-WELL	
Registration Number:	3788829	NATURALLY INSPIRED	
Registration Number:	3972429	FRESH START	
Registration Number:	4064680	SOAK 'N SWEEP	
Registration Number:	4353178	NATURE'S WAY	
Registration Number:	3339505	GRO-WELL	
Registration Number:	1772991	COLOROCK	
Registration Number:	1044368	DRIFTWOOD	
Registration Number:	1291568	GRO-WELL	
Registration Number:	3091194	MULTI MULCH	
Registration Number:	3066757	NATURAL & ORGANIC	
Registration Number:	1635644	PLAYSAFE	
Registration Number:	4703344	ECOLITE	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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>			

OP \$365.00 3905826

TRADEMARK

Phone: 215-569-5619
Email: PECSENYE@BLANKROME.COM
Correspondent Name: TIMOTHY D. PECSENYE
Address Line 1: BLANK ROME LLP
Address Line 2: ONE LOGAN SQUARE
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-17030

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 06/22/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is made as of this 20th day of June, 2017, by GRO-WELL BRANDS, INC., a Delaware corporation ("Gro-Well") and WESTERN ORGANICS, INC., an Arizona corporation ("Western" and together with Gro-Well, each a "Grantor" and collectively, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below (in such capacity, together with its successors and assigns, "Agent").

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among the Grantors, the other Borrowers party thereto (together with any Person joined thereto from time to time as a borrower, collectively the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and PNC Bank, National Association, as agent for Lenders ("Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, the Grantors are required to execute and deliver this Agreement to Agent.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each 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 AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"), with power of sale to the extent permitted by law:

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for any of the foregoing ("Trademark Licenses"), including those referred to on Schedule I hereto;

(b) all renewals or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark License; provided, that no security interest shall be granted in any United States "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed).

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and are due and owing by any Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule I hereto accurately lists all United States federally registered Trademarks, registered with the United States Patent and Trademark Office, as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademark Collateral, this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademark Collateral to the extent and in accordance with the provisions of the Credit Agreement.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

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Each of the parties has signed this Agreement as of the day and year first above written.

GRANTORS:

GRO-WELL BRANDS, INC.

By: 
Name: Jeff Lwait
Title: Chief Financial Officer

WESTERN ORGANICS, INC.

By: 
Name: Jeff Lwait
Title: Chief Financial Officer






[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

Mark	Application No.	Registration No.	Registration Date	Owner
GRO-WELL	78/981403	3905826	January 11, 2011	Gro-Well Brands, Inc.
GRO-WELL	78/836332	3905792	January 11, 2011	Gro-Well Brands, Inc.
NATURALLY INSPIRED	78/981372	3788829	May 11, 2010	Gro-Well Brands, Inc.
FRESHSTART	77/927541	3972429	June 7, 2011	Gro-Well Brands, Inc.
SOAK'NSWEEP	85/206031	4064680	November 29, 2011	Gro-Well Brands, Inc.
NATURE'SWAY	85/737185	4353178	June 18, 2013	Gro-Well Brands, Inc.
GRO-WELL	78/836351	3339505	November 2, 2007	Gro-Well Brands, Inc.
COLOROCK	74/317583	1772991	May 25, 1993	Western Organics, Inc.
DRIFTWOOD	73/069731	1044368	July 20, 1976	Western Organics, Inc.
GRO-WELL	73/361745	1291568	August 28, 1984	Gro-Well Brands, Inc.
MULTI MULCH	78/419219	3091194	May 9, 2016	Western Organics, Inc.
NATURAL& ORGANIC (stylized) and Design	78/419171	3066757	March 7, 2016	Western Organics, Inc.
PLAYSAFE	73/838725	1635644	February 19, 1991	Western Organics, Inc.
ECO-LITE	86/344385	4703344	March 17, 2015	Gro-Well Brands, Inc.

Arizona Trademarks owned by Western Organics, Inc.

Mark/Name	Registration No.	Registration Date	Status/Status Date
ARIZONA'S BEST WILD BIRD SEED	AZ 41446	August 3, 1998	ARIZONA - Registered Last Status Received: Registered August 3, 1998
ARIZONA'S BEST and Design 	AZ 41491	August 17, 1998	ARIZONA - Registered Last Status Received: Registered August 17, 1998
ARIZONA'S BEST WILD BIRD SEED and Design 	AZ 41494	August 17, 1998	ARIZONA - Registered Last Status Received: Registered August 17, 1998
NATURE'S WAY and Design 	AZ 41495	August 17, 1998	ARIZONA - Registered Last Status Received: Registered August 17, 1998
WESTERN ORGANICS and Design 	AZ 41493	August 17, 1998	ARIZONA - Registered Last Status Received: Registered August 17, 1998
Design Only 	AZ 41492	August 17, 1998	ARIZONA - Registered Last Status Received: Registered August 17, 1998