

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436400

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plantation Products, LLC		06/24/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent and Collateral Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a Canadian chartered bank acting through its Chicago Branch: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5206363	IT'S TIME FOR GARDENING	
Registration Number:	4845494	CLEARLY MORE SEED	
Registration Number:	4571271	SUPERTHRIVE	
Registration Number:	3997703	1 50 IN ONE	
Registration Number:	3635189	VI VITAMIN INSTITUTE	
Registration Number:	3635190	VI	
Registration Number:	3361788	SUPERTHRIVE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	3125778034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207545-70		
NAME OF SUBMITTER:	Oscar Ruiz		
SIGNATURE:	/Oscar Ruiz/		

CH \$190.00 5206363

DATE SIGNED:	07/25/2017
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Total Attachments: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 24th day of June 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **BANK OF MONTREAL** ("BMO"), in its capacity as administrative agent and as collateral agent for the Lender Group and the other Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement of even date herewith (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Seed Holdings, Inc., a Delaware corporation (solely in its capacity as a Credit Party and not as a Borrower, "Parent"), Plantation Products, LLC, a Delaware limited liability company ("Plantation"), the other borrowers party thereto as "Borrowers" (together with Plantation, collectively, the "Borrowers"), the lenders party thereto (each, a "Lender" and, collectively, the "Lenders"), and the Collateral Agent, the Lender Group and the other Secured Parties have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the other Secured Parties are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Lender Group and the other Secured Parties, that certain First Lien Security Agreement, dated as of December 23, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of Lender Group and the other Secured Parties, this Trademark Security Agreement;

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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Collateral Agent, for the benefit each member of the Lender Group and each of the other Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Intellectual Property Licenses in respect of Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License in respect of Trademarks; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution

of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property Licenses in respect of Trademarks.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Collateral Agent, the Lender Group, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Lender Group and the other Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed by one or more of the parties thereto on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Trademark Security Agreement signed by all the parties shall be lodged with the Administrative Borrower and the Collateral Agent.

7. CONSTRUCTION. This Trademark Security Agreement is a Credit Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties. Any reference herein or in any other Credit Document to the satisfaction, repayment, or payment in full (including, without limitation

references to “paid in full” or words of similar import) of the Secured Obligations shall mean (a) the payment or repayment in full in immediately available funds of (i) the principal amount of, and interest accrued and unpaid with respect to, all outstanding Loans, together with the payment of any premium applicable to the repayment of the Loans, (ii) all Lender Group Expenses that have accrued and are unpaid regardless of whether demand has been made therefor, (iii) all fees or charges that have accrued hereunder or under any other Credit Document (including any Letter of Credit fees or unused line fees) and are unpaid, (b) in the case of contingent reimbursement obligations with respect to Letters of Credit or Cash Collateralizing such Letters of Credit, (c) in the case of Bank Product Obligations (other than Hedging Obligations), providing cash collateralization pursuant to arrangements reasonably satisfactory to the applicable Bank Product Provider, (d) the receipt by the Collateral Agent of cash collateral (or other collateral reasonably acceptable to the Collateral Agent) in order to secure any other contingent Secured Obligations for which a claim or demand for payment has been made on or prior to such time or in respect of matters or circumstances known to the Collateral Agent or a Lender at such time that are reasonably expected to result in any loss, cost, damage, or expense (including reasonable and documented attorneys fees and legal expenses), such cash or other collateral to be in such amount as the Collateral Agent reasonably determines is appropriate to secure such contingent Secured Obligations, (e) the payment or repayment in full in immediately available funds of all other outstanding Secured Obligations (including the payment of any termination amount then applicable (or which would become applicable as a result of the repayment of the other Secured Obligations) under Hedging Agreements provided by Bank Product Providers) other than (i) unasserted contingent indemnification and unasserted cost or expense reimbursement Secured Obligations, (ii) any Bank Product Obligations (other than Hedging Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedging Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid, and (f) the termination of all of the Commitments of the Lenders. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Credit Document shall be satisfied by the transmission of a Record. The captions and headings are for convenience of reference only and shall not affect the construction of this Trademark Security Agreement.

8. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

9. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT TO WHICH IT IS A PARTY, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK, THE COURTS OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK AND APPELLATE COURTS FROM ANY THEREOF; (B) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME; (C) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO THE APPLICABLE PARTY AT ITS RESPECTIVE ADDRESS SET FORTH ON SCHEDULE 13.02 TO THE CREDIT AGREEMENT OR ON SCHEDULE 1.01 TO THE CREDIT AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH THE COLLATERAL AGENT SHALL HAVE BEEN NOTIFIED PURSUANT THERETO; (D) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY

OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT TO SUE IN ANY OTHER JURISDICTION; (E) WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ALL RIGHTS OF RESCISSION, SETOFF, COUNTERCLAIMS, AND OTHER DEFENSES IN CONNECTION WITH THE REPAYMENT OF THE OBLIGATIONS; AND (F) WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN THIS SECTION 9 ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE COLLATERAL AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE THE COLLATERAL AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND.


10. EACH GRANTOR, THE COLLATERAL AGENT, EACH OTHER MEMBER OF THE LOAN GROUP AND THE OTHER SECURED PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this First Lien Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PLANTATION PRODUCTS, LLC,

By: 

Name: Daniel Calvert
Title: Chief Financial Officer

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL

By: _____

Name:
Title:

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006112 FRAME: 0812**

IN WITNESS WHEREOF, the parties hereto have caused this First Lien Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


PLANTATION PRODUCTS, LLC.

By: _____
Name:
Title:

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL

By:  _____
Name: *Zachary Oulou*
Title: *Vice President*

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006112 FRAME: 0813

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Trademark	Application Number/Application Date	Registration Number/Registration Date
Plantation Products, LLC	IT'S TIME FOR GARDENING	87089576 June 30, 2016	5206363 May 16, 2017
Plantation Products, LLC	CLEARLY MORE SEED	86578371 March 27, 2015	4845494 November 3, 2015
Plantation Products, LLC	SUPERTHRIVE	86104676 October 29, 2013	4571271 July 22, 2014
Plantation Products, LLC	1 50 IN ONE	85206611 December 28, 2010	3997703 July 19, 2011
Plantation Products, LLC	VI VITAMIN INSTITUTE	77611513 November 10, 2008	3635189 June 9, 2009
Plantation Products, LLC	VI	77611516 November 10, 2008	3635190 June 9, 2009
Plantation Products, LLC	SUPERTHRIVE	77157005 April 15, 2007	3361788 January 1, 2008

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses