

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439952

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gardenvision, LLC		08/17/2017	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of the West		
<b>Street Address:</b>	300 South Grand Avenue		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2997034	GARDENVISION NATURE NEVER LOOKED BETTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Max E. Rawn, Allen Matkins		
<b>Address Line 1:</b>	865 South Figueroa Street, Suite 2800		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>NAME OF SUBMITTER:</b>	Max E. Rawn		
<b>SIGNATURE:</b>	/Michael Barys/		
<b>DATE SIGNED:</b>	08/21/2017		
<b>Total Attachments: 4</b>			
source=Notice of Security Interest in Trademarks (Gardenvision)#page1.tif			
source=Notice of Security Interest in Trademarks (Gardenvision)#page2.tif			
source=Notice of Security Interest in Trademarks (Gardenvision)#page3.tif			
source=Notice of Security Interest in Trademarks (Gardenvision)#page4.tif			

OP \$40.00 2997034

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of August 17, 2017 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Agreement") and among the Grantors party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of the West, as administrative agent (the "Administrative Agent") for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule I attached hereto to the Administrative Agent for the ratable benefit of the Secured Parties.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

GARDENVISION, LLC,  
formerly known as Gardenvision, Inc., as Grantor

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

Name: Jose I. Smith

Title: Manager

Acknowledged and Accepted:

BANK OF THE WEST, as Administrative Agent

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

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

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

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The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

GARDENVISION, LLC,  
formerly known as Gardenvision, Inc., as Grantor

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

Name: Jose I. Smith

Title: Manager

Acknowledged and Accepted:

BANK OF THE WEST, as Administrative Agent

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

Name:  \_\_\_\_\_  
**Chuck Weerasooriya, CFA**  
**Managing Director**  
**Syndications**

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

Schedule 1

Trademarks

<u>Word/Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registration Number</u>
GARDENVISION NATURE NEVER LOOKED BETTER	78319540	10/28/03	09/20/05	2997034