

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GEOGLOBAL PARTNERS LLC		12/15/2017	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	GLAS TRUST CORPORATION LIMITED, as Security Agent		
Street Address:	45 Ludgate Hill		
City:	London		
State/Country:	ENGLAND		
Postal Code:	EC4M 7JU		
Entity Type:	Private Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3358470	POND BASICS	
Registration Number:	3335119	POND BASICS	
Registration Number:	3524914	POND SKINS	
Registration Number:	3591936	BEST EAGLE	
Registration Number:	3731345	TOTALPOND	
Registration Number:	3839873	SMARTPOND	
Registration Number:	3839875	SMARTPOND	
Registration Number:	3953394	SMARTPOND	
Registration Number:	3242864	OUR WORLD	
Registration Number:	3551771	GARDENIQUE	
Registration Number:	3971962	POND BOSS	
Registration Number:	4064303	ILLUMIFALLS	
Registration Number:	4918401	AQUANIQUE	
Registration Number:	3524987	TOTAL POND	
Registration Number:	3640287	SMART POND	
Registration Number:	3513886	TOTAL POND	
Registration Number:	3660432	POND BLUE	
Serial Number:	85801295	POND BASICS	
Serial Number:	85756484	POND BASICS	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85849012	FOUNTAIN SKINS
Serial Number:	85941080	ENDUROLITE
Serial Number:	85972217	FREAKY FOGGERS

CORRESPONDENCE DATA

Fax Number: 3129939767

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.

Phone: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 North Wabash Avenue, Suite 2800

Address Line 2: Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	060964-0001
NAME OF SUBMITTER:	Zeynep Gieseke
SIGNATURE:	/zg/
DATE SIGNED:	12/15/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of December 15, 2017, is entered into by and among the Person listed on the signature pages hereof (the “Grantor”), and GLAS TRUST CORPORATION, as security trustee for the Secured Parties (in such capacity, together with its successors in such capacity, the “Security Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the PLEDGE AND SECURITY AGREEMENT, dated as of December 15, 2017 (the “Pledge and Security Agreement”), by and among the Grantor, the other “Grantors” party thereto and the Security Agent.

B. Pursuant to the Pledge and Security Agreement, the Grantor has agreed to execute or otherwise authenticate this Trademark Security Agreement for recording the Liens granted under the Pledge and Security Agreement to the Security Agent in the Grantor’s United States registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office.

Accordingly, the Security Agent and the Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Security Agent for the benefit of the Secured Parties a security interest and continuing lien in all of the Grantor’s right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto (collectively, the “Collateral”).

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate

counterparts (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

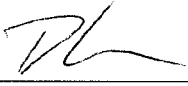
SECTION 7. Severability. Any provision of this Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Pledge and Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with the Facilities Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Grantor and the Security Agent have duly executed this IP Security Agreement as of the day and year first above written.

GEOGLOBAL PARTNERS LLC,
as Grantor

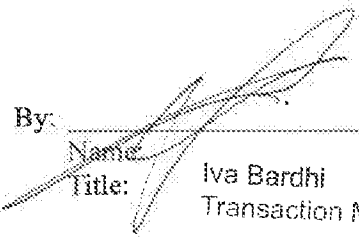
By:  _____

Name: Birgit Kempe-Heeger
Title: Authorised Signatory

[Signature Page - Trademark Security Agreement]

TRADEMARK
REEL: 006230 FRAME: 0517

GLAS TRUST CORPORATION LIMITED,
as Security Agent

By: 
Name: _____
Title: Iva Bardhi
Transaction Manager

[Signature Page to Trademark Security Agreement]

SCHEDULE A TO THE
TRADEMARK
SECURITY AGREEMENT

UNITED STATES TRADEMARKS

<u>Grantor</u>	<u>Country</u>	<u>Status</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Registration Number</u>
GeoGlobal Partners LLC	United States	Registered	POND BASICS & Design	77039013	3358470
GeoGlobal Partners LLC	United States	Pending	POND BASICS & Design	85801295	n/a
Geo Global Partners LLC	United States	Registered	POND BASICS	78938025	3335119
GeoGlobal Partners LLC	United States	Pending	POND BASICS	85756484	n/a
GeoGlobal Partners LLC	United States	Registered	POND SKINS	77146583	3524914
GeoGlobal Partners LLC	United States	Registered	BEST EAGLE	77158374	3591936
GeoGlobal Partners LLC	United States	Registered	TOTALPOND	77751351	3731345
GeoGlobal Partners LLC	United States	Registered	SMARTPOND & Design	77752027	3839873
GeoGlobal Partners LLC	United States	Registered	SMARTPOND	77752137	3839875
GeoGlobal Partners LLC	United States	Registered	SMARTPOND	77956774	3953394
Geo Global Partners LLC	United States	Registered	OUR WORLD	78407212	3242864
Geo Global Partners LLC	United States	Registered	GARDENIQUE	78407238	3551771
GeoGlobal Partners LLC	United States	Registered	POND BOSS	85095113	3971962
GeoGlobal Partners LLC	United States	Registered	ILLUMIFALLS	85100839	4064303
GeoGlobal Partners LLC	United States	Registered	AQUANIQUE	85654790	4918401
GeoGlobal Partners LLC	United States	Pending	FOUNTAIN SKINS	85/849,012	n/a
GeoGlobal Partners LLC	United States	Pending	ENDUROLITE	85/941,080	n/a
GeoGlobal Partners LLC	United States	Pending	FREAKY FROGGERS	85/972,217	n/a
GeoGlobal Partners LLC	United States	Registered	TOTAL POND	77177923	3524987
GeoGlobal Partners LLC	United States	Registered	SMART POND	77201899	3640287
GeoGlobal Partners LLC	United States	Registered	TOTAL POND & Design	77324128	3513886
GeoGlobal Partners LLC	United States	Registered	POND BLUE	77617767	3660432