

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM475957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skyline Encap Holdings, LLC		03/19/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Oxer BCP Mezzanine Fund, L.P.		
Street Address:	883 Yard Street		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43212		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	87002652	FAST ACTING LIME	
Serial Number:	87013992	SIMPLY GREEN	
Serial Number:	87013943	FAST ACTING GYPSUM	
Serial Number:	87013908	FAST ACTING IRON	
Serial Number:	87013044	FAST ACTING SULFUR	
Registration Number:	3851782	REPAIR KIT	
Registration Number:	3097089	SPARKLE	
Registration Number:	3839620	ENCAP	
Registration Number:	3061639	AST	
Registration Number:	3585088	SWT	
Registration Number:	4179589	MCT	
Registration Number:	3322101		
Registration Number:	2709281	WATER ME TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
TRADEMARK			

OP \$340.00 87002652

Correspondent Name: Ice Miller LLP
Address Line 1: 250 West Street, Suite 700
Address Line 4: Columbus, OHIO 43215-7509

NAME OF SUBMITTER: Barbara Bacon

SIGNATURE: /Barbara Bacon/

DATE SIGNED: 05/30/2018

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“*Agreement*”), dated as of the 19th day of March, 2018 (the “*Effective Date*”), is made and entered into by and between SKYLINE ENCAP HOLDINGS, LLC, a Delaware limited liability company (the “*Grantor*”) and OXER BCP MEZZANINE FUND, L.P. a Delaware limited partnership (“*Purchaser*”).

WITNESSETH:

WHEREAS, the Grantor and the Purchaser have entered into a Senior Subordinated Note Purchase and Security Agreement dated as of the date hereof (as the same may be amended or modified from time to time, including amendments and restatements thereof in its entirety, the “*Purchase Agreement*”), along with certain other documents, agreements, and instruments evidencing, securing, guaranteeing, or otherwise pertaining thereto (the “*Note Purchase Documents*”), pursuant to which Purchaser has agreed, subject to certain terms and conditions, to purchase a senior subordinated note in the aggregate original principal amount of \$6,112,500 (the “*Note*”) from the Grantor;

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meaning set forth in the Purchase Agreement;

WHEREAS, to induce the Purchaser to purchase the Note, Grantor granted a security interest in substantially all of the Grantor’s assets, including the IP Collateral (as defined below), pursuant to the terms and conditions of the Purchase Agreement;

WHEREAS, Grantor has agreed to execute this Agreement with respect to the perfection of the IP Collateral; and

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Grant of Security. The Grantor hereby pledges and grants to the Purchaser a security interest in and to all of the right, title and interest of Grantor in, to and under the following (the “*IP Collateral*”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “*Patents*”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the “*Trademarks*”);

(c) the copyright registrations, applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by the Purchaser.

3. Note Purchase Documents. This Agreement has been entered into pursuant to the Purchase Agreement and in conjunction with the Purchase Agreement, which is hereby incorporated by reference. The provisions of the Purchase Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Purchaser with respect to the IP Collateral are as provided by the Purchaser Agreement and the Note Purchase Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

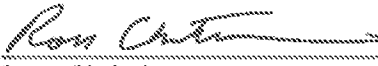
5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date and year first above written.

GRANTOR:

SKYLINE ENCAP HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Ross Christianson
Title: Vice President

*Signature Page to
IP Security Agreement*


TRADEMARK
REEL: 006338 FRAME: 0188

Accepted and agreed to as of the date and year first above written.

PURCHASER:

OXER BCP MEZZANINE FUND, L.P.,
a Delaware limited partnership

By: OXER BCP GP, LLC, its General Partner

By: 
Name: Mark Taylor Bahlmann
Title: Managing Member

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

<i>Title</i>	<i>Country</i>	<i>Serial No.</i>	<i>Filed</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
Seeding treatments ¹	US	09/113,254	7/10/98	6,209,259	4/3/01
Seeding treatments ²	US	09/710,309	11/10/00	8,904,704	12/19/14
Agglomerated mulch carrier ³	US	09/821,128	3/29/01	6,745,513	6/8/04
Colored or fragrancd horticultural / agricultural products	US	09/769,076	1/25/01	8,474,183	7/2/13
Colored or fragrancd horticultural / agricultural products	US	13/986,371	4/24/13		
PAM carrier ⁴	US	10/271,072	10/15/02	7,503,143	3/17/09
Soil stabilized carrier ⁵	US	12/660,804	3/4/10	7,874,101	1/25/11
Soil stabilized carrier	US	12/930,368	1/5/11	8,316,580	11/27/12
Soil stabilized carrier	US	13/694,029	10/22/12	9,441,340	9/13/16
Soil stabilized carrier	US	15/217,338	7/22/16		
Beneficial reuse of biosolids	US	11/079,324	3/14/05	8,925,244	1/6/15
Watering indicator	US	10/841,204	5/6/04	7,412,878	8/19/08
Plant iron supplement system , and method of preparation thereof	US	15/284,583	10/4/16		
Soil stabilized carrier	CA	2,502,002	2/18/14	2,502,002	10/15/22

¹ Only claims 6 and 12 survived IPR; expired 7/11/17

² Expired 7/11/7

³ Only claims 9-11 survived IPR



⁴ Only claims 1, 17, and 42 survived reexamination

⁵ Only claim 42 survived reexamination

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Pending or Registered Trademarks

<i>Mark</i>	<i>Country</i>	<i>Serial</i>	<i>Filed</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
FAST ACTING LIME	US	87002652	4/15/16		
SIMPLY GREEN	US	87013992	4/26/16		
FAST ACTING GYPSUM	US	87013943	4/26/16		
FAST ACTING IRON	US	87013908	4/26/16		
FAST ACTING SULFUR	US	87013044	4/25/16		
REPAIR KIT	US	76659832	5/10/06	3851782	9/21/10
SPARKLE	US	76593082	5/19/04	3097089	5/30/06
ENCAP	US	76701410	1/29/10	3839620	8/31/10
AST	US	76594138	5/25/04	3061639	2/28/06
SWT	US	76679337	7/10/07	3585088	3/10/09
MCT	US	76679336	7/10/07	4179589	7/24/12
	US	76649090	10/24/05	3322101	10/30/07
WATER ME TECHNOLOGY	US	76433212	7/23/02	2709281	4/22/03
FAST ACTING	Canada	1490390	7/28/10	TMA844796	2/26/13
	Canada	1077748	10/6/00	TMA610583	5/18/04

Common Law Trademarks

ADVANCE SOIL TECHNOLOGY
 WHEN-TO-WATER
 SEED WATERING TECHNOLOGY
 SOILSMART

SCHEDULE 3
COPYRIGHT REGISTRATIONS AND APPLICATIONS

None