

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM474336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harvest Consumer Products, LLC		05/11/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87643943	ORGANICS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7037125390		
Email:	mguidry@mcguirewoods.com		
Correspondent Name:	Melissa Guidry		
Address Line 1:	1750 Tysons Blvd		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Melissa Guidry		
SIGNATURE:	/Melissa Guidry/		
DATE SIGNED:	05/16/2018		
Total Attachments: 4			
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SECOND AMENDMENT TO GRANT OF SECURITY INTEREST IN TRADEMARKS

This SECOND AMENDMENT TO GRANT OF SECURITY INTEREST IN TRADEMARKS (this “**Amendment**”) dated as of May 11, 2018 is delivered pursuant to that certain Grant of Security Interest in Trademarks dated as of February 26, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Agreement**”), among HARVEST CONSUMER PRODUCTS, LLC (“**Grantor**”), and PNC BANK, NATIONAL ASSOCIATION, as agent (“**Agent**”), recorded on February 29, 2016 as Reel/Frame 5741/0924 with the U.S. Trademark Office. Capitalized terms not herein defined shall have the meanings ascribed to them in the Credit Agreement (as defined below).

RECITALS:

WHEREAS, Grantor entered into that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of November 13, 2017 by and among Grantor, the other Persons named therein as Credit Parties, Agent, and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, Grantor has agreed with the Agent to amend the Trademark Agreement by executing this Amendment;

NOW, THEREFORE, the parties hereto agree for valuable consideration to amend the Trademark Agreement as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Schedule A. Schedule A of the Trademark Agreement is hereby, and as of the date hereof, amended by adding the additional trademark set forth on Exhibit A attached hereto; provided that no such amendment shall release or be deemed to release any security interest in any present or future trademark granted to Agent as collateral pursuant to the Credit Agreement. To induce Agent to enter into this Amendment, Grantor represents and warrants to Lender as of the date hereof that, except as expressly set forth herein, nothing contained in this Amendment shall (A) amend, modify or alter any term or condition of the Trademark Agreement or any Other Document; or (B) except as specifically set forth herein, diminish, prejudice or waive any Lender’s rights and remedies under the Trademark Agreement, any Other Document or Applicable Law, and Lender hereby reserves all of such rights and remedies.

Section 3. Credit Agreement. The security interest granted pursuant to this Amendment is granted in conjunction with the security interest granted to the Agent pursuant to the Credit Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Registered Trademarks (as defined in the Trademark Agreement) made and granted hereby are more fully set forth in the Credit Agreement and any Other Document, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks and trademark licenses subject to a security interest hereunder.

Section 5. Counterparts. This Amendment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages

may be detached from multiple separate counterparts and attached to a single counterpart. Any signed signature page delivered by facsimile or electronic transmission shall be as effective as delivery of an original, signed signature page.

Section 6. Governing Law. This Amendment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has duly executed this Amendment as of the date first written above.

HARVEST CONSUMER PRODUCTS, LLC

By: Christopher R. Mirack
Name: Christopher R. Mirack
Title: Manager

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: Fred Kiehne
Name: Fred Kiehne
Title: Senior Vice President

SECOND AMENDMENT TO GRANT OF SECURITY INTEREST IN TRADEMARKS
(HARVEST CONSUMER PRODUCTS)

Signature Page
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Exhibit A

Mark Application/ Mark Registration	Country	Registration No.	Registered Owner
ORGANICS	U.S.	87643943 (Application No.)	Harvest Consumer Products, LLC

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