

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GROWTH PRODUCTS LTD.		10/19/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	OWL ROCK CAPITAL CORPORATION		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4279754	COMPANION	
Registration Number:	2962399	COMPANION	
Registration Number:	2135211	COMPANION	
Registration Number:	4382341	ESSENTIAL	
Registration Number:	1806946	ESSENTIAL	
Registration Number:	1459763	GROWTH PRODUCTS	
Registration Number:	5497162	NOVA GREEN	
Registration Number:	5266449	NOVA GREEN	
Registration Number:	5508654	OSMOTECH	
Registration Number:	4685162	SIMPLE SUCCESS	
Registration Number:	4556705		
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:	212-318-6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	c/o Paul Hastings LLP		
Address Line 2:	200 Park Avenue		

CH \$290.00 4279754

Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER: ALANA GRAMER

SIGNATURE: /s/ ALANA GRAMER

DATE SIGNED: 10/19/2018

Total Attachments: 9

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of October 19, 2018 is made by GROWTH PRODUCTS LTD., a New York corporation (the “Grantor”), in favor of OWL ROCK CAPITAL CORPORATION, in its capacity as administrative agent (in such capacity, together with its successors and assigns, the “Administrative Agent”) for the benefit of the Secured Parties from time to time party to that certain Amended and Restated Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, the Borrowers from time to time party thereto, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Loans and provide other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor (among others) has executed and delivered an Amended and Restated Security and Pledge Agreement, dated as of the date hereof (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks and Trademark Licenses; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Loans and provide other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or if not defined therein, in the Credit Agreement, and as this Agreement shall be subject to the rules of interpretation set forth in Section 1.02 of the Credit Agreement, which rules of interpretation are incorporated herein by this reference, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all of the Grantor’s Obligations, a security

interest in all of their right, title and interest in, to and under the Grantor's Trademarks and Trademark Licenses (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral").

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks and Trademark Licenses granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

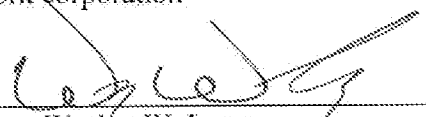
SECTION 7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 20 AND 21 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GROWTH PRODUCTS LTD.,
a New York corporation

By: _____


Name: Wesley W. Long

Title: President

[Signature Page to Grant of Security Interest in Trademark Rights]

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OWL ROCK CAPITAL CORPORATION,
as the Administrative Agent

By: 
Name: Alan Kirshenbaum
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	MARK	STATUS	GOODS/SERVICES
Growth Products Ltd	COMPANION RN: 4279754	Registered: January 22, 2013	(Class: 5): BIOLOGICAL FUNGICIDE WITH AND WITHOUT SOIL FOR USE IN THE FIELDS OF AGRICULTURE, DOMESTIC, HORTICULTURE, LANDSCAPE, NURSERY, HYDROPONICS, TURF CARE, TISSUE CULTURE AND FOLIAR APPLICATIONS
Growth Products Ltd	COMPANION RN: 2962399	Registered: June 14, 2005	(Class: 5): BIOLOGICAL FUNGICIDE FOR AGRICULTURAL AND DOMESTIC USE
Growth Products Ltd	COMPANION RN: 2135211	Registered: February 10, 1998	(Class: 1): SOIL CONDITIONERS IN THE NATURE OF MICROORGANISMS AND ORGANIC MATTER FOR APPLICATION TO TURF SOIL AND PLANTS FOR AGRICULTURAL, DOMESTIC AND HORTICULTURAL USE
Growth Products Ltd	ESSENTIAL RN: 4382341	Registered: August 13, 2013	(Class: 1): PLANT GROWTH NUTRIENTS AND NUTRITIVE SOLUTIONS WITH AND WITHOUT SOIL FOR USE IN THE FIELDS OF AGRICULTURE, DOMESTIC, HORTICULTURE, LANDSCAPE, NURSERY, HYDROPONICS,

SCHEDULE A

			TURF CARE, TISSUE CULTURE AND FOLIAR APPLICATIONS
Growth Products Ltd	ESSENTIAL RN: 1806946	Registered: November 30, 1993	(Class: 1): SOIL CONDITIONERS FOR AGRICULTURAL, HORTICULTURAL AND DOMESTIC USE
Growth Products Ltd	GROWTH PRODUCTS RN: 1459763	Registered: October 6, 1987	(Class: 1): FERTILIZER
Growth Products Ltd	NOVA GREEN RN: 5497162	Registered: June 19, 2018	(Class: 5): ENVIRONMENTALLY-FRIENDLY FUNGICIDES FOR HORTICULTURAL AND DOMESTIC USE
Growth Products Ltd	NOVA GREEN RN: 5266449	Registered: August 15, 2017	(Class: 1): ENVIRONMENTALLY-FRIENDLY FERTILIZERS FOR HORTICULTURAL AND DOMESTIC USE; ENVIRONMENTALLY-FRIENDLY SOIL CONDITIONERS FOR HORTICULTURAL AND DOMESTIC USE; ENVIRONMENTALLY-FRIENDLY PLANT GROWTH NUTRIENTS AND NUTRITIVE SOLUTIONS IN THE NATURE OF NUTRITIVE ADDITIVES TO ENHANCE THE BIOLOGICAL ACTIVITY OF WATER, SOIL, SEEDS, AND PLANTS FOR PURPOSES OF FERTILIZATION

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SCHEDULE A

			<p>AND BIOMEDIATION OF POLLUTANTS WITH AND WITHOUT SOIL FOR USE IN THE FIELDS OF DOMESTIC, HORTICULTURE, LANDSCAPE, NURSERY, HYDROPONICS, TURF CARE, TISSUE CULTURE AND FOLIAR APPLICATIONS</p> <p>INT. CL. 5 ENVIRONMENTALLY-FRIENDLY INSECTICIDES FOR HORTICULTURAL AND DOMESTIC USE</p>
<p>Growth Products Ltd</p>	<p>OSMOTTECH RN: 5508654</p>	<p>Registered: July 3, 2018</p>	<p>(Class: 1): NUTRIENT UPTAKE ADDITIVE FOR FERTILIZER CONTAINING MICRONUTRIENTS FOR COMBATING FROST, STRENGTHENING OSMOTIC PRESSURE AND PROTECTING FRUIT PLANTS, VEGETABLES, COTTON, PEANUTS, TOBACCO AND OTHER AGRONOMIC CROPS</p>
<p>Growth Products Ltd</p>	<p>SIMPLE SUCCESS RN: 4685162</p>	<p>Registered: February 10, 2015</p>	<p>(Class: 1): FERTILIZERS FOR DOMESTIC USE; SOIL CONDITIONERS FOR HORTICULTURAL AND DOMESTIC USE; PLANT GROWTH NUTRIENTS AND NUTRITIVE SOLUTIONS IN THE NATURE OF NUTRITIVE ADDITIVES TO ENHANCE THE BIOLOGICAL ACTIVITY OF WATER, SOIL, SEEDS, AND PLANTS FOR PURPOSES OF FERTILIZATION AND BIOMEDIATION OF POLLUTANTS WITH AND</p>

SCHEDULE A

			<p>WITHOUT SOIL FOR USE IN THE FIELDS OF DOMESTIC, HORTICULTURE, LANDSCAPE, NURSERY, HYDROPONICS, TURF CARE, TISSUE CULTURE AND FOLIAR APPLICATIONS</p>
<p>Growth Products Ltd</p>	<p>DESIGN ONLY RN: 4556705</p>	<p>Registered: June 24, 2014</p>	<p>(Class: 1): FERTILIZERS FOR DOMESTIC USE; SOIL CONDITIONERS FOR HORTICULTURAL AND DOMESTIC USE; PLANT GROWTH NUTRIENTS AND NUTRITIVE SOLUTIONS IN THE NATURE OF NUTRITIVE ADDITIVES TO ENHANCE THE BIOLOGICAL ACTIVITY OF WATER, SOIL, SEEDS, AND PLANTS FOR PURPOSES OF FERTILIZATION AND BIOMEDIATION OF POLLUTANTS WITH AND WITHOUT SOIL FOR USE IN THE FIELDS OF AGRICULTURE, DOMESTIC, HORTICULTURE, LANDSCAPE, NURSERY, HYDROPONICS, TURF CARE, TISSUE CULTURE AND FOLIAR APPLICATIONS</p> <p>INT. CL. 5 BIOLOGICAL FUNGICIDE WITH AND WITHOUT SOIL FOR USE IN THE FIELDS OF AGRICULTURE, DOMESTIC, HORTICULTURE, LANDSCAPE, NURSERY, HYDROPONICS, TURF CARE, TISSUE CULTURE AND FOLIAR APPLICATIONS</p>

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Trademark Licenses

None.