

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM497884

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LTR PRODUCTS, LLC		11/12/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	Three PNC Plaza, 225 Fifth Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15222		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87452000	ECOSPROUT	
<b>Registration Number:</b>	5234165	GARDENCOIR	
<b>Serial Number:</b>	87452021	GREENSPROUT	
<b>Serial Number:</b>	87296780	GROUNDSCAPES	
<b>Registration Number:</b>	4724521	LASTING BEAUTY	
<b>Registration Number:</b>	4642831	LOOKS LIKE REAL WOOD MULCH	
<b>Registration Number:</b>	4994826	LUMINITE	
<b>Registration Number:</b>	3094248	NUPLAY	
<b>Registration Number:</b>	3551789	NUSCAPE	
<b>Registration Number:</b>	4809231		
<b>Registration Number:</b>	3990720	RE-PLAY	
<b>Registration Number:</b>	3083389	RUBBERIFIC	
<b>Registration Number:</b>	4590192	RUBBERIFIC	
<b>Registration Number:</b>	4800351	RUBBERIFIC	
<b>Registration Number:</b>	2665542	RUBBERIFIC MULCH	
<b>Serial Number:</b>	86608898	SEED BOOSTER	
<b>Registration Number:</b>	4809223	SIGNATURE SERIES	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

OP \$440.00 87452000

**Fax Number:** 8009144240

***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:** 614-280-3566

**Email:** james.murray@wolterskluwer.com

**Correspondent Name:** James Murray

**Address Line 1:** 4400 Easton Commons Way, Suite 125

**Address Line 2:** CT Corporation

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Corenda R. Lewis
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<b>SIGNATURE:</b>	/Corenda R. Lewis/
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<b>DATE SIGNED:</b>	11/13/2018
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**Total Attachments: 5**

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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

LTR PRODUCTS, LLC

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other LLC

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☐ Yes ☒ No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 12, 2018

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Grant of Security Interest

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes  
☒ No

Name: PNC Bank, National Association, as Collateral Agent

Street Address: Three PNC Plaza, 225 Fifth Avenue

City: Pittsburgh

State: Pennsylvania

Country: USA Zip: 15222

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☒ Association Citizenship USA  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A attached

B. Trademark Registration No.(s)

See Schedule A attached

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way  
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Docket Number: \_\_\_\_\_

Email Address: james.murray@wolterskluwer.com

### 6. Total number of applications and registrations involved:

17

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

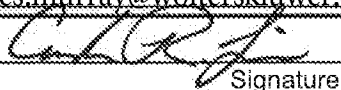
- ☐ Authorized to be charged to deposit account  
☐ Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:



Corenda R. Lewis

Name of Person Signing

November 12, 2018

Date

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 006480 FRAME: 0398

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

November 12, 2018

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, LTR Products, LLC, a Delaware limited liability company (the “**Grantor**”), hereby grants to PNC, National Association, as Collateral Agent (the “**Grantee**”) with principal offices at Three PNC Plaza, 225 Fifth Avenue, Pittsburgh, PA 15222, a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the “**Trademarks**”) set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.


THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the US Pledge and Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of July 7, 2015 (as amended, modified, restated and/or supplemented from time to time, the “**Security Agreement**”). Upon the occurrence of any termination (as set forth in Section 9 of the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the day and year first above written.

LTR PRODUCTS, LLC

By:   
Name: Frank J. DeCarlo  
Title: Secretary

[Trademark Security Agreement]

TRADEMARK  
REEL: 006480 FRAME: 0400

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By: 

Name: Nelson Rauscher

Title: Vice President

*[Signature Page to Trademarks Security Agreement – ABL]*

**TRADEMARK**  
**REEL: 006480 FRAME: 0401**

Schedule A  
Trademarks

Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Owner
ECOSPROUT	Allowed	87/452,000	May 16, 2017			LTR Products, LLC
GARDENCOIR	Registered	87/184,221	September 27, 2016	5,234,165	June 27, 2017	LTR Products, LLC
GREENSPROUT	Allowed	87/452,021	May 16, 2017			LTR Products, LLC
GROUNDSCAPES	Allowed	87/296,780				LTR Products, LLC
LASTING BEAUTY	Registered	86/022,607	July 29, 2013	4,724,521	April 21, 2015	LTR Products, LLC
LOOKS LIKE REAL WOOD MULCH	Registered	86/346,823	July 24, 2014	4,642,831	November 18, 2014	LTR Products, LLC
LUMINITE	Registered	86/724,128	August 13, 2015	4,994,826	July 5, 2016	LTR Products, LLC
NUPLAY	Registered	78/485,459	September 17, 2004	3,094,248	May 16, 2006	LTR Products, LLC
NUSCAPE	Registered	78/459,146	July 29, 2004	3,551,789	December 23, 2008	LTR Products, LLC
Packaging Elements Logo	Registered	86/114,244	November 8, 2013	4,809,231	September 8, 2015	LTR Products, LLC
RE-PLAY	Registered	77/854,755	October 22, 2009	3,990,720	July 5, 2011	LTR Products, LLC
RUBBERIFIC	Registered	78/180,710	October 31, 2002	3,083,389	April 18, 2006	LTR Products, LLC
RUBBERIFIC	Registered	86/046,691	August 23, 2013	4,590,192	August 19, 2014	LTR Products, LLC
RUBBERIFIC & design	Registered	86/114,158	November 8, 2013	4,800,351	August 25, 2015	LTR Products, LLC
RUBBERIFIC MULCH	Registered	76/228,466	March 19, 2001	2,665,542	December 24, 2002	LTR Products, LLC
SEED BOOSTER	Allowed	86/608,898	April 24, 2015			LTR Products, LLC
SIGNATURE SERIES	Registered	86/110,962	November 5, 2013	4,809,223	September 8, 2015	LTR Products, LLC