

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Terra-Mulch Products, LLC		12/20/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3851536	BIOCOVER	
Registration Number:	1709067	CON-TACK	
Registration Number:	3792263	CONWED FIBERS	
Registration Number:	3158735		
Registration Number:	3799000	ENVIROBLEND	
Registration Number:	1743935	FUTERRA	
Registration Number:	1772465	FUTERRA	
Registration Number:	2985922	MULCH PRO	
Registration Number:	2189875	SEED AIDE	
Registration Number:	3723483	SEED AIDE AERO	
Registration Number:	2319737	SEED PROTECTOR	
Registration Number:	3708449	SLIKSHOT	
Registration Number:	3733570	SOIL COVER	
Registration Number:	2268870	TERRA MULCH	
Registration Number:	2878938	TERRA-BLEND	
Registration Number:	4179648	TERRA-FLAGE	
Registration Number:	2268869	TERRA-MULCH	
Registration Number:	3673790	TERRA-SHIELD	
Registration Number:	2878939	TERRA-WOOD	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3738089	TRIFLO

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:	057121-0358
NAME OF SUBMITTER:	Zeynep Gieseke
SIGNATURE:	/zg/
DATE SIGNED:	12/21/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of Antares Capital LP, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of December 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantors granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application or any registration that issues therefrom under any applicable federal law):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements, dilution or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TERRA-MULCH PRODUCTS, LLC, as Grantor

By: 

Name: Calvin T. Stuart

Title: Vice President and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006506 FRAME: 0597

ANTARES CAPITAL LP,
as Collateral Agent

Devasena Vallabhaneni

By: _____

Name: Devasena Vallabhaneni
Title: Its Duly Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
BIOCOVER	77/863851	3-Nov-09	3851536	21-Sep-10	Registered	Terra-Mulch Products, LLC
CON-TACK	74/145843	7-Mar-91	1709067	18-Aug-92	Registered	Terra-Mulch Products, LLC
CONWED FIBERS	77/737050	14-May-09	3792263	25-May-10	Registered	Terra-Mulch Products, LLC
DIAMOND DESIGN	78/785184	4-Jan-06	3158735	17-Oct-06	Registered	Terra-Mulch Products, LLC
ENVIROBLEND	77/845089	9-Oct-09	3799000	8-Jun-10	Registered	Terra-Mulch Products, LLC
FUTERRA	74/154492	5-Apr-91	1743935	29-Dec-92	Registered	Terra-Mulch Products, LLC
FUTERRA and Design	74/194398	13-Aug-91	1772465	18-May-93	Registered	Terra-Mulch Products, LLC
MULCH PRO and Design	76/560417	24-Oct-03	2985922	16-Aug-05	Registered	Terra-Mulch Products, LLC
SEED AIDE	75/213512	16-Dec-96	2189875	15-Sep-98	Registered	Terra-Mulch Products, LLC
SEED AIDE AERO	77/582331	30-Sep-08	3723483	8-Dec-09	Registered	Terra-Mulch Products, LLC
SEED PROTECTOR	75/390490	14-Nov-97	2319737	15-Feb-00	Registered	Terra-Mulch Products, LLC
SLIKSHOT	77/717338	20-Apr-09	3708449	10-Nov-09	Registered	Terra-Mulch Products, LLC
SOIL COVER	77/679944	27-Feb-09	3733570	5-Jan-10	Registered	Terra-Mulch Products, LLC

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
TERRA MULCH and Design	75/496742	5-Jun-98	2268870	10-Aug-99	Registered	Terra-Mulch Products, L.L.C.
TERRA-BLEND	76/545089	3-Sep-03	2878938	31-Aug-04	Registered	Terra-Mulch Products, LLC
TERRA-FLAGE	77/466560	6-May-08	4179648	24-Jul-12	Registered	Terra-Mulch Products, LLC
TERRA-MULCH	75/496741	5-Jun-98	2268869	10-Aug-99	Registered	Terra-Mulch Products, L.L.C.
TERRA-SHIELD	77/348664	11-Dec-07	3673790	25-Aug-09	Registered	Terra-Mulch Products, LLC
TERRA-WOOD	76/545090	3-Sep-03	2878939	31-Aug-04	Registered	Terra-Mulch Products, LLC
TRIFLO	77/688100	11-Mar-09	3738089	12-Jan-10	Registered	Terra-Mulch Products, LLC

TRADEMARK
REEL: 006506 FRAME: 0600

RECORDED: 12/21/2018