TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505485

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HPS Investment Partners, LLC, as Collateral Agent		01/08/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	LTR Products, LLC
Street Address:	600 River Avenue, 3rd Floor
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15212
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	87452000	ECOSPROUT
Serial Number:	87452021	GREENSPROUT
Serial Number:	87296780	GROUNDSCAPES
Serial Number:	86608898	SEED BOOSTER

CH $115.00 87452000

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Kristin Yohannan, Esq.
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	34408.03500
NAME OF SUBMITTER:	Kristin L. Yohannan
SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	01/11/2019

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS RECORDED IN ERROR

This **RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS RECORDED IN ERROR** (this "Release") is dated as of January 8, 2019, by HPS INVESTMENT PARTNERS, LLC, as Collateral Agent (in such capacity, the "Collateral Agent"), in favor of LTR PRODUCTS, LLC (the "Grantor"). Capitalized terms used but not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

WHEREAS, the Grantor and the Collateral Agent are parties that certain Grant of Security Interest in United States Trademarks dated November 12, 2018 (the "Grant"), pursuant to which the Grantor granted to the Collateral Agent a continuing security interest in all of the Grantor's right, title and interest in, to and under the trademark applications set forth on Schedule A attached hereto (the "Released Trademarks"), together with (i) all Proceeds and products of the Released Trademarks, (ii) the goodwill of the businesses with which the Released Trademarks are associated, and (iii) all causes of action arising prior to or after the date of the Grant for infringement of any of the Released Trademarks or unfair competition regarding the same (together with the Released Trademarks, the "Released Trademark Rights");

WHEREAS, the Grant was recorded with the United States Patent and Trademark Office (the "USPTO") on November 12, 2018 at Reel/Frame 6480/0160;

WHEREAS, pursuant to that certain US Pledge and Security Agreement among the Grantor, the other grantors party thereto and the Collateral Agent, dated as of December 29, 2017 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"), the Released Trademark Rights were excluded from the collateral securing the Secured Obligations, and no security interest was granted (or should have been granted) in the Released Trademark Rights;

WHEREAS, the Released Trademarks were erroneously set forth on Schedule A to the Grant, and therefore the Grantor inadvertently granted a security interest in the Released Trademark Rights; and

WHEREAS, because such security interest in the Released Trademark Rights was erroneously recorded at the USPTO, the Collateral Agent has agreed to execute and deliver this Release for recordation with the USPTO.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby, without any representation and warrant and without any recourse to Collateral Agent, (a) terminates, releases and forever discharges the entirety of the security interest in the Released Trademark Rights, including the Released Trademarks, and (b) re-assigns, re-transfers and re-conveys to the Grantor any and all right, title or interest the Collateral Agent may have in, to or under the Released Trademark Rights; provided that such release shall not affect the obligations of the Grantor to grant to the Collateral Agent a security interest in any of the Released Trademarks if they no longer satisfy the requirements set forth in Section 2.2(c) of the Security Agreement.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent

By: _____
Name: VIKAS KESWANI
Title: MANAGING DIRECTOR

Schedule A

Trademark Applications

Trademark	App. No.	App. Date
ECOSPROUT	87/452,000	May 16, 2017
GREENSPROUT	87/452,021	May 16, 2017
GROUNDSCAPES	87/296,780	January 11, 2017
SEED BOOSTER	86/608,898	April 24, 2015