

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BACKYARD LAWN MASTER, LLC		01/10/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	1116 W. LONG LAKE RD.		
City:	BLOOMFIELD HILLS		
State/Country:	MICHIGAN		
Postal Code:	48302		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4720083	LAWN MASTER OUTDOOR LIVING	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	313-223-3098		
Email:	nmitchell@dickinsonwright.com		
Correspondent Name:	M. KATHERINE VANDERVEEN		
Address Line 1:	500 WOODWARD AVENUE		
Address Line 2:	SUITE 4000		
Address Line 4:	DETROIT, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	7-4565		
NAME OF SUBMITTER:	M. Katherine VanderVeen		
SIGNATURE:	/M. Katherine VanderVeen/		
DATE SIGNED:	01/15/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is entered into as of January 10, 2019 by Backyard Lawn Master, LLC, a Delaware limited liability company (the "**Grantor**") in favor of JPMorgan Chase Bank, N.A., a national banking association (the "**Lender**").

Recitals

A. Backyard Products, LLC, a Delaware limited liability company ("**Borrower**"), the other Loan Parties from time to time party thereto, and the Lender entered into a Credit Agreement dated November 8, 2013 (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which the Lender has made available to the Borrower credit facilities.

B. In connection with the Credit Agreement, the Loan Parties and the Lender entered into a Pledge and Security Agreement dated November 8, 2013 (as amended, supplemented, restated or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which certain Secured Obligations owed to the Lender are secured. The Grantor entered into a Joinder Agreement dated on or about the date hereof to become a "Grantor" (as such term is defined in the Security Agreement) under the Security Agreement. Pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver to the Lender this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and the other Loan Documents, Grantor hereby grants to the Lender to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 2 attached hereto and any trademark issued pursuant to a trademark application referred to in Schedule 2 attached hereto (items 3 and 4 being herein collectively referred to as the "**Trademark Collateral**").

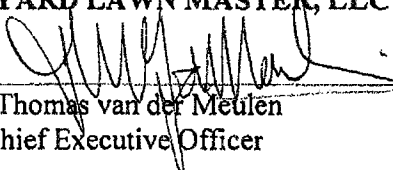
The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Grantor acknowledges and affirms that the rights and remedies of the Lender 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 herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the date first set forth above.

BACKYARD LAWN MASTER, LLC

By: 
Name: Thomas van der Meulen
Title: Chief Executive Officer

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: Michael Hall
Title: Authorized Signer

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

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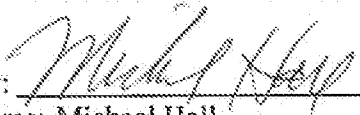
IN WITNESS WHEREOF, Grantor has executed this Agreement as of the date first set forth above.

BACKYARD LAWN MASTER, LLC

By: _____
Name: Thomas van der Meulen
Title: Manager and Chief Executive Officer

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.

By:  _____
Name: Michael Hall
Title: Authorized Signer

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

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SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Backyard Lawn Master, LLC	Lawn Master Outdoor Living	Issue Date: 4/14/15	4,720,083

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