

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Verdesian Life Sciences U.S., LLC		06/27/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TCW Asset Management Company LLC, as collateral agent		
Street Address:	200 Clarendon Street		
Internal Address:	51st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 66			
Property Type	Number	Word Mark	
Serial Number:	78827175	ACCOLADE	
Serial Number:	78698524	AVAIL	
Serial Number:	78305896	AVAIL	
Serial Number:	76570291	CALCI PHITE	
Serial Number:	77168769	CITRON	
Serial Number:	85726388	CLEARDRIP	
Serial Number:	85044050	EMINATE	
Serial Number:	87052788	FLEXCONNECT	
Serial Number:	78597418	FUNGI PHITE	
Serial Number:	87504898	GROUNDSWELL	
Serial Number:	87500890	GROUNDSWELL	
Serial Number:	77898925	GUARD-N	
Serial Number:	76238122	LINEMASTER	
Serial Number:	85476723	M M	
Serial Number:	76012153	MAGNA PHITE	
Serial Number:	87643495	MICROSYNC	
Serial Number:	87559739	MICROSYNC PLUS	
Serial Number:	87559745	MICROSYNC PRO	
TRADEMARK			

CH \$1665.00 78827175

Property Type	Number	Word Mark
Serial Number:	87559749	MICROSYNC ULTRA
Serial Number:	85608326	MM MORE THAN MANURE
Serial Number:	85126081	MORE THAN MANURE
Serial Number:	76238120	M-P-A
Serial Number:	85411164	MTM
Serial Number:	85933104	MULTI-COM GRANULAR
Serial Number:	85158412	N
Serial Number:	87559719	
Serial Number:	86753134	
Serial Number:	85158408	
Serial Number:	77882355	N-CHARGE
Serial Number:	86559685	N-ROW
Serial Number:	76012162	NUTRI GROW
Serial Number:	86164980	NUTRI PHITE
Serial Number:	85168263	NUTRI PHITE
Serial Number:	85086599	NUTRI PHITE ULTRA
Serial Number:	85901844	NUTRI-GROW MAGNUM WITH N-RICHED TECHNOLO
Serial Number:	87181590	NUTRIPACTION
Serial Number:	76338850	NUTRI-PHITE MAGNUM
Serial Number:	76345441	NUTRI-PHITE SULFONE
Serial Number:	77096052	NUTRISPHERE-N
Serial Number:	86751920	NUTRISPHERE-N HV
Serial Number:	86559682	PEANUT POWER
Serial Number:	86246203	PRESIDE
Serial Number:	86582676	PRIMACY
Serial Number:	86614303	PRIMACY ALPHA
Serial Number:	85885280	QUALI-PHITE F
Serial Number:	85251782	STERIC
Serial Number:	85050739	STERIC K
Serial Number:	77684270	STERIC K DS
Serial Number:	85562072	STERIC K LS
Serial Number:	77605238	STERIC MKS
Serial Number:	77635832	STERIC P DS
Serial Number:	85050732	STERIC P III
Serial Number:	85562047	STERIC P LS
Serial Number:	85050743	STERIC S
Serial Number:	77684361	STERIC S DS
Serial Number:	85562081	STERIC S LS

Property Type	Number	Word Mark
Serial Number:	77782156	TAKE OFF
Serial Number:	85901865	TAKE OFF CALCI PHITE
Serial Number:	85901877	TAKE OFF MAGNUM
Serial Number:	85901760	TAKE OFF PHITE MZ
Serial Number:	85070584	TAKE OFF ST
Serial Number:	85901854	TAKE OFF SULFONE
Serial Number:	85411170	TUXEDO
Serial Number:	85734760	VERDESIAN
Serial Number:	85731349	VERDESIAN
Serial Number:	76216562	WILT-GUARD

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 25th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 059182-0085

NAME OF SUBMITTER: Scott Kareff (059182-0085)

SIGNATURE: /kc for sk/

DATE SIGNED: 06/27/2019

Total Attachments: 7

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 27, 2019, by Verdesian Life Sciences U.S., LLC, a Delaware limited liability company ("Grantor"), in favor of TCW Asset Management Company LLC, a Delaware limited liability company, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated June 27, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

VERDESIAN LIFE SCIENCES U.S., LLC

By: Erica Boisvert
Name: Erica Boisvert
Title: Chief Financial Officer

[Trademark Security Agreement]

TRADEMARK
REEL: 006680 FRAME: 0559

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

<u>Current Owner of Record</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Verdesian Life Sciences U.S., LLC	ACCOLADE	78827175	3/2/2006	3694242	10/6/2009
Verdesian Life Sciences U.S., LLC	AVAIL	78698524	8/23/2005	3291791	9/11/2007
Verdesian Life Sciences U.S., LLC	AVAIL	78305896	9/26/2003	3124270	8/1/2006
Verdesian Life Sciences U.S., LLC	CALCI PHITE	76570291	1/15/2004	2975388	7/26/2005
Verdesian Life Sciences U.S., LLC	CITRON	77168769	4/30/2007	3456558	7/1/2008
Verdesian Life Sciences U.S., LLC	CLEARDRIP	85726388	9/11/2012	4328287	4/30/2013
Verdesian Life Sciences U.S., LLC	EMINATE	85044050	5/20/2010	3900438	1/4/2011
Verdesian Life Sciences U.S., LLC	FLEXCONNECT	87052788	5/27/2016	5492767	6/12/2018
Verdesian Life Sciences U.S., LLC	FUNGI PHITE	78597418	3/29/2005	3110609	6/27/2006
Verdesian Life Sciences U.S., LLC	GROUNDSWELL	87504898	6/26/2017	5323958	10/31/2017
Verdesian Life Sciences U.S., LLC	GROUNDSWELL	87500890	6/22/2017	5323956	10/31/2017
Verdesian Life Sciences U.S., LLC	GUARD-N	77898925	12/22/2009	3818298	7/13/2010
Verdesian Life Sciences U.S., LLC	LINEMASTER	76238122	4/9/2001	2612196	8/27/2002
Verdesian Life Sciences U.S., LLC	M M	85476723	11/18/2011	4290003	2/12/2013
Verdesian Life Sciences U.S., LLC	MAGNA PHITE	76012153	3/28/2000	2473307	7/31/2001

<u>Current Owner of Record</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Verdesian Life Sciences U.S., LLC	MICROSYNC	87643495	10/12/2017	5650679	1/8/2019
Verdesian Life Sciences U.S., LLC	MICROSYNC PLUS	87559739	8/8/2017	5581966	10/9/2018
Verdesian Life Sciences U.S., LLC	MICROSYNC PRO	87559745	8/8/2017	5581967	10/9/2018
Verdesian Life Sciences U.S., LLC	MICROSYNC ULTRA	87559749	8/8/2017	5581968	10/9/2018
Verdesian Life Sciences U.S., LLC	MM MORE THAN MANURE	85608326	4/25/2012	4314696	4/2/2013
Verdesian Life Sciences U.S., LLC	MORE THAN MANURE	85126081	9/9/2010	4050519	11/1/2011
Verdesian Life Sciences U.S., LLC	M-P-A	76238120	4/9/2001	2627733	10/1/2002
Verdesian Life Sciences U.S., LLC	MTM	85411164	8/30/2011	4135147	5/1/2012
Verdesian Life Sciences U.S., LLC	MULTI-COM GRANULAR	85933104	5/15/2013	4536070	5/27/2014
Verdesian Life Sciences U.S., LLC	N	85158412	10/21/2010	3977286	6/14/2011
Verdesian Life Sciences U.S., LLC	N/A	87559719	8/8/2017	5581965	10/9/2018
Verdesian Life Sciences U.S., LLC	N/A	86753134	9/10/2015	4941285	4/19/2016
Verdesian Life Sciences U.S., LLC	N/A	85158408	10/21/2010	3957856	5/10/2011
Verdesian Life Sciences U.S., LLC	N-CHARGE	77882355	11/30/2009	3898818	1/4/2011
Verdesian Life Sciences U.S., LLC	N-ROW	86559685	3/10/2015	4930686	4/5/2016
Verdesian Life Sciences U.S., LLC	NUTRI GROW	76012162	3/28/2000	2473308	7/31/2001
Verdesian Life Sciences U.S., LLC	NUTRI PHITE	86164980	1/14/2014	4648065	12/2/2014

<u>Current Owner of Record</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Verdesian Life Sciences U.S., LLC	NUTRI PHITE	85168263	11/3/2010	3977732	6/14/2011
Verdesian Life Sciences U.S., LLC	NUTRI PHITE ULTRA	85086599	7/16/2010	3925642	3/1/2011
Verdesian Life Sciences U.S., LLC	NUTRI-GROW MAGNUM WITH N-RICHED TECHNOLOGY	85901844	4/11/2013	4557119	6/24/2014
Verdesian Life Sciences U.S., LLC	NUTRIPACTION	87181590	9/23/2016	5195409	5/2/2017
Verdesian Life Sciences U.S., LLC	NUTRI-PHITE MAGNUM	76338850	11/14/2001	2691627	2/25/2003
Verdesian Life Sciences U.S., LLC	NUTRI-PHITE SULFONE	76345441	12/4/2001	2694099	3/4/2003
Verdesian Life Sciences U.S., LLC	NUTRISPHERE-N	77096052	1/31/2007	3301500	10/2/2007
Verdesian Life Sciences U.S., LLC	NUTRISPHERE-N HV	86751920	9/9/2015	5076350	11/8/2016
Verdesian Life Sciences U.S., LLC	PEANUT POWER	86559682	3/10/2015	4930685	4/5/2016
Verdesian Life Sciences U.S., LLC	PRESIDE	86246203	4/8/2014	4757279	6/16/2015
Verdesian Life Sciences U.S., LLC	PRIMACY	86582676	3/31/2015	5475848	5/22/2018
Verdesian Life Sciences U.S., LLC	PRIMACY ALPHA	86614303	4/29/2015	2628855	5/10/2016
Verdesian Life Sciences U.S., LLC	QUALI-PHITE F	85885280	3/25/2013	4425387	10/29/2013
Verdesian Life Sciences U.S., LLC	STERIC	85251782	2/25/2011	4034638	10/4/2011
Verdesian Life Sciences U.S., LLC	STERIC K	85050739	5/28/2010	3913508	2/1/2011
Verdesian Life Sciences U.S., LLC	STERIC K DS	77684270	3/5/2009	3691868	10/6/2009
Verdesian Life Sciences U.S., LLC	STERIC K LS	85562072	3/6/2012	4233354	10/30/2012

<u>Current Owner of Record</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Verdesian Life Sciences U.S., LLC	STERIC MKS	77605238	10/31/2008	3631176	6/2/2009
Verdesian Life Sciences U.S., LLC	STERIC P DS	77635832	12/18/2008	3631352	6/2/2009
Verdesian Life Sciences U.S., LLC	STERIC P III	85050732	5/28/2010	3913507	2/1/2011
Verdesian Life Sciences U.S., LLC	STERIC P LS	85562047	3/6/2012	4233353	10/30/2012
Verdesian Life Sciences U.S., LLC	STERIC S	85050743	5/28/2010	3913509	2/1/2011
Verdesian Life Sciences U.S., LLC	STERIC S DS	77684361	3/5/2009	3691869	10/6/2009
Verdesian Life Sciences U.S., LLC	STERIC S LS	85562081	3/6/2012	4233355	10/30/2012
Verdesian Life Sciences U.S., LLC	TAKE OFF	77782156	7/15/2009	4125840	4/10/2012
Verdesian Life Sciences U.S., LLC	TAKE OFF CALCI PHITE	85901865	4/11/2013	4557121	6/24/2014
Verdesian Life Sciences U.S., LLC	TAKE OFF MAGNUM	85901877	4/11/2013	4425683	10/29/2013
Verdesian Life Sciences U.S., LLC	TAKE OFF PHITE MZ	85901760	4/11/2013	4557118	6/24/2014
Verdesian Life Sciences U.S., LLC	TAKE OFF ST	85070584	6/24/2010	4084613	1/10/2012
Verdesian Life Sciences U.S., LLC	TAKE OFF SULFONE	85901854	4/11/2013	4557120	6/24/2014
Verdesian Life Sciences U.S., LLC	TUXEDO	85411170	8/30/2011	4832072	10/13/2015
Verdesian Life Sciences U.S., LLC	VERDESIAN	85734760	9/21/2012	4800049	8/25/2015
Verdesian Life Sciences U.S., LLC	VERDESIAN	85731349	9/18/2012	4800047	8/25/2015
Verdesian Life Sciences U.S., LLC	WILT-GUARD	76216562	2/27/2001	2626400	9/24/2002