

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BETCO INC.		07/09/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH, as Collateral Agent		
Street Address:	600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3095166	AGRI-HOUSING	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	27181.13700		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	07/11/2019		
Total Attachments: 5			
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GRANT OF SECOND LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS

July 9, 2019

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, BETCO INC., a Delaware corporation (the "Grantor"), hereby grants to UBS AG, STAMFORD BRANCH, with offices at 600 Washington Boulevard, Stamford, Connecticut 06901 (the "Grantee"), 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 (except any intent-to-use applications for trademark registrations for which a statement of use has not yet been filed) set forth on Schedule A attached hereto (the "Marks"), (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, (iv) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (v) any and all rights corresponding thereto throughout the world, and (vi) any and all rights to sue for past, present or future infringements thereof.

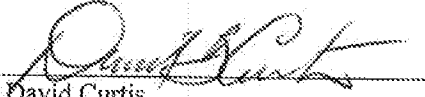
THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Second Lien Security Agreement by and among the Grantor, the Grantee, JANUS INTERMEDIATE, LLC, a Delaware limited liability company, as Guarantor, and the other Grantors (as such term is defined therein) party thereto, dated as of February 12, 2018 (as supplemented by the Joinder Agreement to the Second Lien Security Agreement, dated as of February 21, 2019 and as further supplemented by this Joinder Agreement to the Second Lien Security Agreement, dated as of July 9, 2019, executed by the Grantor, and as further amended, modified, restated and/or supplemented from time to time, 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date first above written.

GRANTOR:

BETCO INC.,
a Delaware corporation

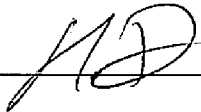
By: 
Name: David Curtis
Title: Chief Executive Officer

{Signature Page to Second Lien Trademark Security Agreement}

TRADEMARK
REEL: 006691 FRAME: 0275

GRANTEE:

UBS AG, STAMFORD BRANCH

By:  _____
Name Housseem Daly
Title Associate Director
Banking Products Services, US

By:  _____
Name Darlene Arias
Title Director

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE A

<u>Registered Owner/Applicant</u>	<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Betco Inc.	AGRI- HOUSING	US	78534226	12/17/2004	3095166	05/23/2006