

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551647

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Path to Prosperity, LLC		11/20/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, for itself and as administrative agent for the Lenders		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5861701	COOL YARN	
Registration Number:	5654705	TURF BOMB	
Registration Number:	5642888	HEROFILL	
Registration Number:	5545573	PURCHASE GREEN ARTIFICIAL GRASS	
Registration Number:	5545402	KICKIN' GRASS	
Registration Number:	5545105	PURCHASE GREEN	
Registration Number:	5540882	WE'RE HAPPY, HELPFUL AND HAPPY TO HELP!	
Registration Number:	5540706		
Registration Number:	5544929	PURCHASE GREEN	
Serial Number:	88445515	MELLOWFILL	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	6124926819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist		
Address Line 1:	Dorsey & Whitney LLP		

OP \$265.00 5861701

Address Line 2: 50 South Sixth Street, Suite 1500
Address Line 4: Minneapolis, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER: 059235-10694

NAME OF SUBMITTER: Evan Everist

SIGNATURE: /Evan Everist/

DATE SIGNED: 12/03/2019

Total Attachments: 5

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Confirmatory Grant of Security Interest in Intellectual Property

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of November 20, 2019, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Controlled Products Acquisition Corporation, a Delaware corporation ("CP Acquisition"), Controlled Products, LLC, a Delaware limited liability company ("CP"), Path to Prosperity, LLC, a California limited liability company ("P2P"), and Purchase Green Central, LLC, a Texas limited liability company ("PG," and together with CP Acquisition, CP and P2P, each, a "Borrower," and collectively, the "Borrowers"), the Lenders, and the Secured Party are parties to that certain Second Amended and Restated Credit Agreement dated as of November 20, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agree, among other things, to extend to the Borrowers certain credit accommodations.

WHEREAS, the Grantor has granted security interests to the Secured Party under the Amended and Restated Pledge and Security Agreement and Irrevocable Proxy dated as of November 20, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all

reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

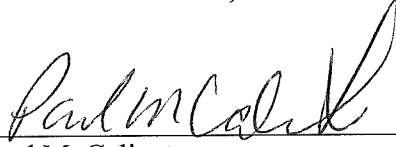
(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

PATH TO PROSPERITY, LLC

By:  _____

Name: Paul M. Caliento

Title: Vice President and Treasurer


Confirmatory Grant of Security Interest in Trademarks


TRADEMARK
REEL: 006807 FRAME: 0374

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Trademark	App No. / Reg. No.	App. Date / Reg. Date	Goods and Services	Owner
COOL YARN	5861701	17-SEP-2019	(INT. CL. 27) ARTIFICIAL TURF; SYNTHETIC GRASS	PATH TO PROSPERITY, LLC
TURF BOMB	5654705	15-JAN-2019	(INT. CL. 3) ARTIFICIAL GRASS CLEANSING LIQUID	PATH TO PROSPERITY, LLC
HEROFILL	5642888	01-JAN-2019	(INT. CL. 19) SILICA SAND INFILL FOR SYNTHETIC GRASS	PATH TO PROSPERITY, LLC
PURCHASE GREEN ARTIFICIAL GRASS 	5545573	21-AUG-2018	(INT. CL. 27) SYNTHETIC GRASS	PATH TO PROSPERITY, LLC
KICKIN' GRASS	5545402	21-AUG-2018	(INT. CL. 27) SYNTHETIC GRASS	PATH TO PROSPERITY, LLC
PURCHASE GREEN	5545105	21-AUG-2018	(INT. CL. 27) SYNTHETIC GRASS	PATH TO PROSPERITY, LLC
WE'RE HAPPY, HELPFUL AND HAPPY TO HELP!	5540882	14-AUG-2018	(INT. CL. 27) SYNTHETIC GRASS	PATH TO PROSPERITY, LLC
Design Only 	5540706	14-AUG-2018	(INT. CL. 27) SYNTHETIC GRASS	PATH TO PROSPERITY, LLC

PURCHASE GREEN 	5544929	21-AUG-2018	(INT. CL. 27) SYNTHETIC GRASS	PATH TO PROSPERITY, LLC
MELLOWFILL	88445515	24-MAY-2019	(INT. CL. 19) SILICA SAND INFILL FOR SYNTHETIC GRASS	PATH TO PROSPERITY, LLC