

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROFILE Products LLC		02/26/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2289734	3-D	
Registration Number:	2064888	DARKER DENSER DWARFER	
Registration Number:	5586936	DIRTRX PRESCRIPTION SOIL SOLUTIONS	
Registration Number:	4950131	ENHANCED SEED TECHNOLOGY	
Registration Number:	2293627	ENHANCER	
Registration Number:	4597927	FIBERRX PRESCRIPTION TAKIFIER SOLUTIONS	
Registration Number:	5034490	HYDRO STRAW	
Registration Number:	5685932	IF IT'S NOT 3-D, IT'S JUST GRASS	
Registration Number:	2807834	NATURE'S OWN	
Registration Number:	2716068	STRAWNET PELLETIZED STRAW	
Registration Number:	3227050	SUMMIT	
Registration Number:	3227048	SUMMIT SEED	
Registration Number:	2711329	THE ENHANCER	
Registration Number:	5485164	THE VEGETATOR VEGETATION IS PERMANENT ER	
Registration Number:	3005829	ULTRA 3-D SOD	
Registration Number:	5531887	VEGETATOR	
Serial Number:	88403882	HYDRO STRAW	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 3129939767

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: 3129932622

Email: gayle.grocke@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	057121-0358
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NAME OF SUBMITTER:	Gayle D. Grocke
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SIGNATURE:	/gdg/
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DATE SIGNED:	02/26/2020
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Total Attachments: 6

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**TRADEMARK SECURITY AGREEMENT
(First Supplemental Filing)**

This **TRADEMARK SECURITY AGREEMENT (First Supplemental Filing)**, dated as of February 26, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of Antares Capital LP, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of December 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantors granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); provided that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application or any registration that issues therefrom under any applicable federal law):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements, dilution or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent 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 by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

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

PROFILE PRODUCTS LLC, as Grantor

By: 

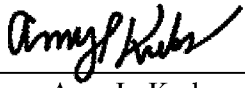
Name: Calvin T. Stuart

Title: Vice President and Chief Financial Officer

[Signature Page to Trademark Security Agreement (First Supplemental Filing)]

TRADEMARK
REEL: 006875 FRAME: 0486

ANTARES CAPITAL LP,
as Collateral Agent

By:  _____

Name: Amy L. Krebs



Title: Duly Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT (First Supplemental Filing)


TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK REGISTRATIONS:

JURISDICTION	MARK	REG. NO.	REG. DATE
UNITED STATES	3-D	2289734	11/02/1999
UNITED STATES	DARKER DENSER DWARFER	2064888	05/27/1997
UNITED STATES		5586936	10/16/2018
UNITED STATES		4950131	05/03/2016
UNITED STATES		2293627	11/16/1999
UNITED STATES		4597927	09/02/2014
UNITED STATES	HYDRO STRAW	5034490	09/06/2016
UNITED STATES	IF IT'S NOT 3-D, IT'S JUST GRASS	5685932	02/26/2019
UNITED STATES	NATURE'S OWN	2807834	01/27/2004

JURISDICTION	MARK	REG. NO.	REG. DATE
UNITED STATES	STRAWNET PELLETIZED STRAW	2716068	05/13/2003
UNITED STATES		3227050	04/10/2007
UNITED STATES	SUMMIT SEED	3227048	04/10/2007
UNITED STATES	THE ENHANCER	2711329	04/29/2003
UNITED STATES		5485164	06/05/2018
UNITED STATES	ULTRA 3-D SOD	3005829	10/11/2005
UNITED STATES	VEGETATOR	5531887	07/31/2018

TRADEMARK APPLICATIONS:

JURISDICTION	MARK	REG. NO.	REG. DATE
UNITED STATES		Pending Ser. No. 88403882	Pending