

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W. ATLEE BURPEE COMPANY		10/30/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	602 W. Office Center Drive		
Internal Address:	Suite 100		
City:	Ft. Washington		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	2686147	BURPEE SEEDS GROW	
Registration Number:	0698319	GALAXY	
Registration Number:	2218043	LIFE LOCK	
Registration Number:	2237928	SURE START	
Registration Number:	2510077	FORDHOOK COLLECTION	
Registration Number:	1690412	BURPEE	
Registration Number:	2711044	BURPEE	
Registration Number:	2737297	FORDHOOK	
Registration Number:	2799946	THE COOK'S GARDEN	
Registration Number:	1005906	SEED 'N START	
Registration Number:	0609760	BURPEE'S BIG BOY	
Registration Number:	2983316	BURPEE	
Registration Number:	2996203	ULTIMATE GROWING SYSTEM	
Registration Number:	1962275	LISIANTHUS "THE BLUE ROSE"	
Registration Number:	1962263	PRIZEWINNERS	
Registration Number:	1046386	DEEP ROOT	
Registration Number:	1049783	BURPEE'S BIG GIRL	
Registration Number:	3180145	BURPEE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3180144	BURPEE
Registration Number:	2160962	FRENCH VANILLA
Registration Number:	4295752	BURPEE
Registration Number:	4421473	WELCOME HOME GARDEN
Registration Number:	4563264	SOW YOUR HEALTH!
Registration Number:	3496889	SIMPLE SOLUTIONS
Registration Number:	4609890	THE GREAT AMERICAN SEED STARTING DAY
Registration Number:	4671900	BURPEE
Registration Number:	4671347	SERVING OUR HEROES THROUGH THE HEALING G
Registration Number:	4674155	PINNACLE HERBS
Registration Number:	4688776	BURPEE
Registration Number:	4717860	AT THE HEART OF GOOD HEALTH
Registration Number:	3635289	MONEY GARDEN
Registration Number:	3544658	GROWING MINDS ONE SEED AT A TIME
Registration Number:	3903714	BURPEE SUPER GROWING PELLETS
Registration Number:	3994944	HERB TREE
Registration Number:	5254206	FAST FOOD GARDEN
Serial Number:	90129772	SOW SIMPLE
Serial Number:	88822353	SUPERSEED
Serial Number:	88111962	HAPPINESS GARDEN
Serial Number:	88656417	SOW SMART
Serial Number:	88061576	SOW A SMILE
Serial Number:	87841844	LIFE BEGINS IN THE GARDEN.
Serial Number:	87898397	BUZZWORTHY
Serial Number:	87600037	E-Z PODS
Registration Number:	4245254	PURPLE WONDER

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (155660-01001 ND)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 155660-01001

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	11/12/2020
Total Attachments: 7 source=Trademark Security Agreement (Citizens-Burpee)#page1.tif source=Trademark Security Agreement (Citizens-Burpee)#page2.tif source=Trademark Security Agreement (Citizens-Burpee)#page3.tif source=Trademark Security Agreement (Citizens-Burpee)#page4.tif source=Trademark Security Agreement (Citizens-Burpee)#page5.tif source=Trademark Security Agreement (Citizens-Burpee)#page6.tif source=Trademark Security Agreement (Citizens-Burpee)#page7.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 30, 2020 (as amended, restated, supplemented or otherwise modified, this "Agreement"), between W. ATLEE BURPEE COMPANY, a Pennsylvania corporation ("Grantor") and CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of October 30, 2020 among the Grantor, **BURPEE GARDEN PRODUCTS COMPANY, LLC**, a Delaware limited liability company ("BGPC"), **THREE HUNDRED PARK AVENUE REALTY, LP**, a Pennsylvania limited partnership ("THPAR"), and together with Grantor and BGPC, each a "Borrower" and collectively, the "Borrowers", the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of October 30, 2020, by and among the Borrowers party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Borrowers have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all of the Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and 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, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.


5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

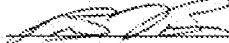
GRANTOR:

W. ATLEE BURPEE COMPANY

By: 
Name: C. Hans Miller
Title: Executive Vice President

CITIZENS BANK, N.A., as Administrative Agent


By:

Name:  Brian Baker


Title: Senior Vice President

SCHEDULE I

Trademarks

Owner	Trademark	Registration Number	Registration Date
W. Atlee Burpee Company	BURPEE SEEDS GROW	2686147	February 11, 2003
W. Atlee Burpee Company	GALAXY	698319	May 31, 1960
W. Atlee Burpee Company	LIFE LOCK	2218043	January 19, 1999
W. Atlee Burpee Company	SURE START	2237928	April 13, 1999
W. Atlee Burpee Company	FORDHOOK COLLECTION	2510077	November 20, 2001
W. Atlee Burpee Company	BURPEE and Design 	1690412	June 2, 1992
W. Atlee Burpee Company	BURPEE	2711044	April 29, 2003
W. Atlee Burpee Company	FORDHOOK	2737297	July 15, 2003
W. Atlee Burpee Company	THE COOK'S GARDEN	2799946	December 30, 2003
W. Atlee Burpee Company	SEED 'N START	1005906	March 4, 1975
W. Atlee Burpee Company	BURPEE'S BIG BOY	609760	August 2, 1955
W. Atlee Burpee Company	BURPEE	2983316	August 9, 2005
W. Atlee Burpee Company	ULTIMATE GROWING SYSTEM	2996203	September 13, 2005
W. Atlee Burpee Company	LISIANTHUS "THE BLUE ROSE"	1962275	March 12, 1996
W. Atlee Burpee Company	PRIZEWINNERS	1962263	March 12, 1996
W. Atlee Burpee Company	DEEP ROOT	1046386	August 17, 1976
W. Atlee Burpee Company	BURPEE'S BIG GIRL	1049783	October 5, 1976

Owner	Trademark	Registration Number	Registration Date
W. Atlee Burpee Company	BURPEE and Design 	3180145	December 5, 2006
W. Atlee Burpee Company	BURPEE and Design 	3180144	December 5, 2006
W. Atlee Burpee Company	FRENCH VANILLA	2160962	May 26, 1998
W. Atlee Burpee Company	BURPEE and Design 	4295752	February 26, 2013
W. Atlee Burpee Company	WELCOME HOME GARDEN	4421473	October 22, 2013
W. Atlee Burpee Company	SOW YOUR HEALTH	4563264	July 8, 2014
W. Atlee Burpee Company	SIMPLE SOLUTIONS	3496889	September 2, 2008
W. Atlee Burpee Company	THE GREAT AMERICAN SEED STARTING DAY	4609890	September 23, 2014
W. Atlee Burpee Company	BURPEE and Design 	4671900	January 13, 2015
W. Atlee Burpee Company	SERVING OUR HEROES THROUGH THE HEALING GIFT OF GARDENING	4671347	January 13, 2015
W. Atlee Burpee Company	PINNACLE HERBS	4674155	January 20, 2015

Owner	Trademark	Registration Number	Registration Date
W. Atlee Burpee Company	BURPEE and Design 	4688776	February 17, 2015
W. Atlee Burpee Company	AT THE HEART OF GOOD HEALTH	4717860	April 7, 2015
W. Atlee Burpee Company	MONEY GARDEN	3635289	June 9, 2009
W. Atlee Burpee Company	GROWING MINDS ONE SEED AT A TIME	3544658	December 9, 2008
W. Atlee Burpee Company	BURPEE SUPER GROWING PELLETS	3903714	January 11, 2011
W. Atlee Burpee Company	HERB TREE	3994944	July 12, 2011
W. Atlee Burpee Company	FAST FOOD GARDEN	5254206	August 1, 2017
W. Atlee Burpee Company	SOW SIMPLE	90129772	August 21, 2020
W. Atlee Burpee Company	SUPERSEED	88822353	March 5, 2020
W. Atlee Burpee Company	HAPPINESS GARDEN	88111962	September 11, 2018
W. Atlee Burpee Company	SOW SMART	88656417	October 16, 2019
W. Atlee Burpee Company	SOW A SMILE	88061576	August 1, 2018
W. Atlee Burpee Company	LIFE BEGINS IN THE GARDEN.	87841844	March 20, 2018
W. Atlee Burpee Company	BUZZWORTHY	87898397	April 27, 2018
W. Atlee Burpee Company	E-Z PODS	87600037	September 7, 2017

Trademarks Licensed

Country	Mark	Classes	App. No. and Date	Reg. No. and Date
United States	PURPLE WONDER	31	85580774 3/27/2012	4245254 11/20/2012