

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603248

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900570306

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PATTEN SEED HOLDINGS, LLC		09/18/2020	Limited Liability Company: DELAWARE
SEED INTERMEDIATE, LLC		09/18/2020	Limited Liability Company: DELAWARE
PATTEN SEED COMPANY, LLC		09/18/2020	Limited Liability Company: GEORGIA
PSC LOGISTICS, LLC		09/18/2020	Limited Liability Company: GEORGIA
SUPER SOD, LLC		09/18/2020	Limited Liability Company: GEORGIA
PSC TRANSPORTATION BROKERAGE, LLC		09/18/2020	Limited Liability Company: GEORGIA
SOD ATLANTA, LLC		09/18/2020	Limited Liability Company: GEORGIA
PATTEN PECANS, INC.		09/18/2020	Corporation: GEORGIA
LOP, LLC		09/18/2020	Limited Liability Company: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	THE HUNTINGTON NATIONAL BANK, as Administrative Agent
Street Address:	5555 Cleveland Avenue
Internal Address:	GW1W37
City:	Columbus
State/Country:	OHIO
Postal Code:	43231
Entity Type:	a National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	6090556	LET'S GROW TOGETHER
Serial Number:	88718128	AG IN THE BAG
Serial Number:	88718053	LET'S GROW TOGETHER FUNDRAISING WITH SOI
Serial Number:	88718140	AG IN THE BAG SOIL3 CLASSROOM KIT

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88869834	BARE SPOT ERASER
Registration Number:	1618977	MERCEDES
Registration Number:	4813539	LTZ
Registration Number:	4813538	LEISURE TIME
Registration Number:	4039207	SOIL3
Registration Number:	4039208	THE SUPER WAY TO GROW
Registration Number:	2504284	SUPER-SOD
Registration Number:	4088370	ECOGRASS
Registration Number:	4995868	COMPADRE
Registration Number:	0610160	CENTI-SEED
Registration Number:	2025291	SUPER-SOD
Registration Number:	3193421	PATTEN SEED COMPANY
Registration Number:	3193424	PATTEN SEED COMPANY
Registration Number:	2036719	ZENITH
Registration Number:	3394895	SUPER WRAPPED
Registration Number:	3397886	PRODUCING LIFETIME LAWNS
Registration Number:	3425791	LIFETIME LAWNS
Registration Number:	2124927	SHANGHAI BERMUDA

CORRESPONDENCE DATA

Fax Number: 7349302494

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: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC

Address Line 1: 201 South Division, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: Susan M. Kornfield

SIGNATURE: /susan m. kornfield/

DATE SIGNED: 10/15/2020

Total Attachments: 13

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**PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of September 18, 2020 is entered into by and among PATTEN SEED HOLDINGS, LLC (the "Parent"), SEED INTERMEDIATE, LLC ("Holdings"), PATTEN SEED COMPANY, LLC ("Patten Seed"), PSC LOGISTICS, LLC, ("PSC"), SUPER SOD, LLC ("Super Sod"), PSC TRANSPORTATION BROKERAGE, LLC ("PSC Transportation"), SOD ATLANTA, LLC ("Sod Atlanta"), PATTEN PECANS, INC. ("Pecans"), LOP, LLC ("LOP"), and together with the Parent, Holdings, Patten Seed, PSC, Super Sod, PSC Transportation, Sod Atlanta and Pecans, and such other Subsidiaries of any of the foregoing that from time to time become pledgors hereunder, each a "Pledgor" and, collectively, the "Pledgors", in favor of THE HUNTINGTON NATIONAL BANK, as administrative agent (in such capacity, the "Administrative Agent") for itself and the other Lenders under the Credit Agreement (as defined below).

W I T N E S S E T H :

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") of even date herewith by and among the Pledgors, as borrowers, the Guarantors party thereto, the lenders and financial institutions party thereto (collectively, "the Lenders") and the Administrative Agent, the Lenders have agreed to provide certain loans to the Pledgors, and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as in effect in the State of Michigan on the date hereof and as amended from time to time (the "UCC").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of the Pledgors' present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications (excluding any trademark applications filed in the United States Patent and Trademark Office on the basis of any Pledgor's "intent-to-use" such trademark), trademarks and copyrights, whether now owned or hereafter

acquired by a Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) “Secured Obligations” shall mean and include the following: (i) all now existing and hereafter arising Obligations (as defined in the Credit Agreement); (ii) all obligations and liabilities of each and every Loan Party to the Administrative Agent, the Lenders or any Affiliate of a Lender (including, in the case of any Lender Provided Interest Rate Hedge or Lender Provided Foreign Currency Hedge, any Person who at the time of entry thereof is a Lender or an Affiliate of a Lender) under the Credit Agreement, any of the other Loan Documents, any Lender Provided Interest Rate Hedge, any Lender Provided Foreign Currency Hedge or any Other Lender Provided Financial Service Product, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every Loan Party to the Administrative Agent, the Lenders or any Affiliate of a Lender (including, in the case of any Lender Provided Interest Rate Hedge or Lender Provided Foreign Currency Hedge, any Person who at the time of entry thereof is a Lender or an Affiliate of a Lender), now existing or hereafter incurred under the Credit Agreement, the Notes, any of the other Loan Documents, any Lender Provided Interest Rate Hedge, any Lender Provided Foreign Currency Hedge or any Other Lender Provided Financial Service Product, as any of the same or any one or more of them may be amended, restated, supplemented or otherwise modified from time to time, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to a Pledgor or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to any such extensions of credit is not satisfied); (iii) all reimbursement obligations of each and every Loan Party with respect to any one or more Letters of Credit issued by the Administrative Agent or any Lender; (iv) all indebtedness, loans, obligations, expenses and liabilities of each and every Loan Party to the Administrative Agent or any of the Lenders or any Affiliates thereof (including any Person who at the time of entry thereof is a Lender or Affiliate of a Lender), arising out of any Lender Provided Interest Rate Hedge or any Lender Provided Foreign Currency Hedge; (v) all indebtedness, loans, obligations, expenses and liabilities of each and every Loan Party to the Administrative Agent or any of the Lenders or any Affiliate thereof, arising out of any Other Lender Provided Financial Service Product; and (vi) any sums advanced by the Administrative Agent or the Lenders or any Affiliate thereof or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, any other Loan Documents, any Lender Provided Interest Rate Hedge, any Lender Provided Foreign Currency Hedge or any Other Lender Provided Financial Service Product or pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection

therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Secured Obligations. Notwithstanding anything to the contrary contained in the foregoing, the Secured Obligations shall not include any Excluded Hedge Liability or Liabilities.

2. As security for the payment and performance in full of the Secured Obligations, each Pledgor hereby assigns and pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all right, title and interest in or to any and all of its Patents, Trademarks and Copyrights now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest.

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances other than Permitted Liens, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the limited liability company power and authority to enter into this Agreement and perform its terms;

(e) as of the Closing Date, no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other Person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of any material Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Section 10 hereof;

(g) such Pledgor will not change its state of incorporation, formation or organization, except to the extent permitted pursuant to Section 8.2.13 of the Credit Agreement;

(h) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Administrative Agent, except to the extent permitted pursuant to Section 8.2.13 of the Credit Agreement; and

(i) such Pledgor shall preserve its limited liability company existence and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not a Pledgor, or (ii) sell all or substantially all of its assets.

4. Each Pledgor agrees that, until Payment in Full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement.

5. If, before Payment in Full, a Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Administrative Agent prompt notice thereof in writing. The Pledgors and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Upon the occurrence of any Event of Default and at any time thereafter during the continuance thereof, the Administrative Agent shall have and may exercise, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement and the other Loan Documents, the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction (including any jurisdiction in which the Patents, Trademarks and Copyrights may be located) and such other rights and remedies as may be provided by Law, including without limitation, immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Pledgors, all of which are hereby expressly waived, and without advertisement, to sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Borrower Agent, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which a Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations in such order as specified in the Credit Agreement or the other Loan Documents. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to the Pledgors or as required by law. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Borrower Agent at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which the Pledgors hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and

Copyrights sold, free from any right of redemption on the part of the Pledgors, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

8. Upon Payment in Full, this Agreement shall automatically terminate and the Administrative Agent shall, at the request and at the sole cost of the Pledgors, execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

9. Subject to the limitations of Section 11.3.1 of the Credit Agreement, the Pledgors shall jointly and severally pay all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until Payment in Full, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of the applicable Pledgor to do so) and to preserve and maintain all rights in patent applications and Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any material Patent, Trademark or Copyright other than in the good faith determination of such Pledgor in its reasonable business judgment, without the consent of Administrative Agent, which consent shall not be unreasonably withheld.

11. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as

the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. The Pledgors shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by a Pledgor.

12. No course of dealing between the Pledgors and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Credit Agreement or the other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. This Agreement (together with the Security Agreement) constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior communications, oral and written, between the parties relating to a grant of a security interest in Patents, Trademarks and Copyrights by the Pledgors (other than, for the avoidance of doubt, the Security Agreement). This Agreement may not be amended or supplemented except by a writing signed by the Administrative Agent and the Pledgors.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Michigan without regard to its conflicts of law principles.

18. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of executed signature pages by facsimile or other electronic transmission will constitute effective and binding execution and delivery.

19. All notices, requests, demands, directions and other communications given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 11.5 of the Credit Agreement.

20. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of the Pledgors to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications the Pledgors are required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which each Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, each Pledgor agrees that each such provision hereof may be specifically enforced.

21. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF MICHIGAN AND OF THE UNITED STATES FEDERAL COURT SITTING IN DETROIT, MICHIGAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH MICHIGAN STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT (INCLUDING AS ISSUER OF LETTERS OF CREDIT) OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST A PLEDGOR OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

22. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 21 HEREOF. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION

OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT ASSERT ANY SUCH DEFENSE.

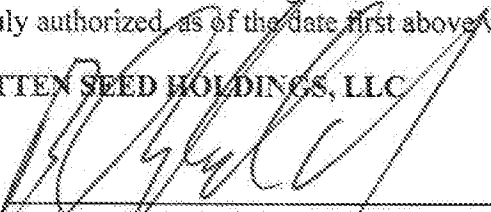
23. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.5 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

24. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 24.

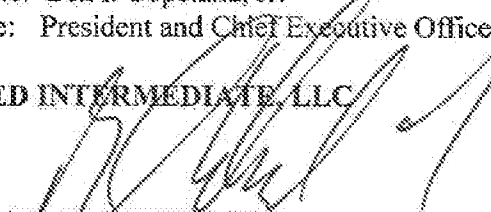
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.


PATTEN SEED HOLDINGS, LLC

By: 
Name: Ben I. Copeland, Jr.
Title: President and Chief Executive Officer

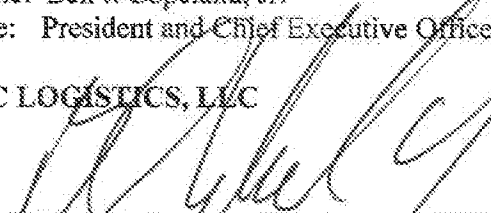
SEED INTERMEDIATE, LLC

By: 
Name: Ben I. Copeland, Jr.
Title: President and Chief Executive Officer

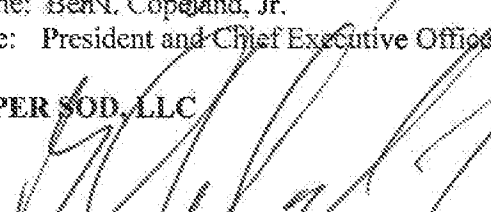
PATTEN SEED COMPANY, LLC

By: 
Name: Ben I. Copeland, Jr.
Title: President and Chief Executive Officer

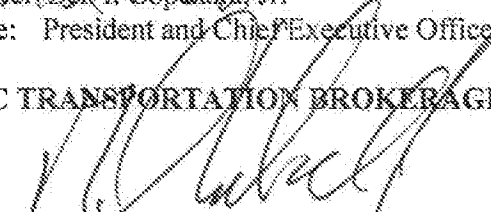
PSC LOGISTICS, LLC

By: 
Name: Ben I. Copeland, Jr.
Title: President and Chief Executive Officer

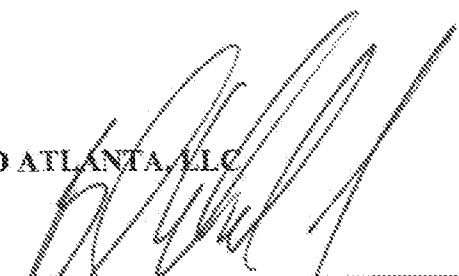
SUPER SOD, LLC

By: 
Name: Ben I. Copeland, Jr.
Title: President and Chief Executive Officer

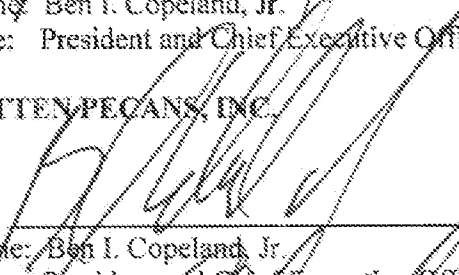
PSC TRANSPORTATION BROKERAGE, LLC

By: 
Name: Ben I. Copeland, Jr.
Title: President and Chief Executive Officer

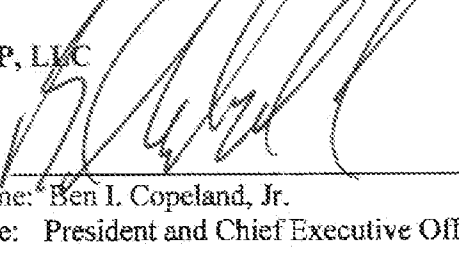
SOD ATLANTA, LLC

By: 
Name: Ben I. Copeland, Jr.
Title: President and Chief Executive Officer

PATTEN PECANS, INC.

By: 
Name: Ben I. Copeland, Jr.
Title: President and Chief Executive Officer

LOP, LLC

By: 
Name: Ben I. Copeland, Jr.
Title: President and Chief Executive Officer

THE HUNTINGTON NATIONAL BANK,
as Administrative Agent

By: 
Name: Kristine Viehetti
Title: Senior Vice President

SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT
LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS

U.S. Patents: None

U.S. Copyrights: None

<u>U.S. Trademarks</u>	<u>Owner</u>	<u>Filing or Registration Date</u>	<u>Status</u>	<u>Application or Registration No.</u>
LET'S GROW TOGETHER	Patten Seed Company, LLC	6/30/2020	Registered	6090556
AG IN THE BAG	Patten Seed Company, LLC	12/06/2019	Applied: Notice of allowance issued	88718128
LET'S GROW TOGETHER FUNDRAISING WITH SOIL3	Patten Seed Company, LLC	12/06/2019	Applied: Final office action issued	88718053
AG IN THE BAG SOIL3 CLASSROOM KIT	Patten Seed Company, LLC	12/06/2019	Applied: Final office action issued	88718140
BARE SPOT ERASER	Patten Seed Company, LLC	4/13/2020	Applied: office action issued	88869834
MERCEDES	Patten Seed Company, LLC	10/23/1990	Registered	1618977
LTZ	Patten Seed Company, LLC	9/15/2015	Registered	4813539
LEISURE TIME	Patten Seed Company, LLC	9/15/2015	Registered	4813538
SOIL3	Patten Seed Company, LLC	10/11/2011	Registered	4039207
THE SUPER WAY TO GROW	Patten Seed Company, LLC	10/11/2011	Registered	4039208
SUPER-SOD	Patten Seed Company, LLC	11/06/2001	Registered	2504284

<u>U.S. Trademarks</u>	<u>Owner</u>	<u>Filing or Registration Date</u>	<u>Status</u>	<u>Application or Registration No.</u>
ECOGRASS	Patten Seed Company, LLC	1/17/2012	Registered	4088370
COMPADRE	Patten Seed Company, LLC	7/12/2016	Registered	4995868
CENTI-SEED	Patten Seed Company, LLC	8/9/1955	Registered	610160
SUPER-SOD	Patten Seed Company, LLC	12/24/1996	Registered	2025291
PATTEN SEED COMPANY	Patten Seed Company, LLC	1/2/2007	Registered	3193421
PATTEN SEED COMPANY	Patten Seed Company, LLC	1/2/2007	Registered	3193424
ZENITH	Patten Seed Company, LLC	2/11/1997	Registered	2036719
SUPER WRAPPED	Patten Seed Company, LLC	3/11/2008	Registered	3394895
PRODUCING LIFETIME LAWNS	Patten Seed Company, LLC	3/18/2008	Registered	3397886
LIFETIME LAWNS	Patten Seed Company, LLC	5/13/2008	Registered	3425791
SHANGHAI BERMUDA	Patten Seed Company, LLC	12/30/1997	Registered	2124927