

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM625585

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900584774

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gard'N-Wise Distributors, Inc.		12/09/2020	Corporation: KANSAS

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	500 First Avenue
<b>Internal Address:</b>	Commercial Loan Service Center/DCC
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3322647	GARD'N-WISE
Registration Number:	3338213	GARD'N-WISE
Registration Number:	3338215	
Registration Number:	3322649	
Registration Number:	4551121	GARD'N-WISE
Registration Number:	4551120	GARD'N-WISE DISTRIBUTORS, INC.

## 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 (074658-19153 ND)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	074658-19153
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye

<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	02/10/2021
<b>Total Attachments: 15</b> source=AR Amend 2 - Trademark and Security Agreement (PNC_BFG)#page1.tif source=AR Amend 2 - Trademark and Security Agreement (PNC_BFG)#page2.tif source=AR Amend 2 - Trademark and Security Agreement (PNC_BFG)#page3.tif source=AR Amend 2 - Trademark and Security Agreement (PNC_BFG)#page4.tif source=AR Amend 2 - Trademark and Security Agreement (PNC_BFG)#page5.tif source=AR Amend 2 - Trademark and Security Agreement (PNC_BFG)#page6.tif source=AR Amend 2 - Trademark and Security Agreement (PNC_BFG)#page7.tif source=Gard'N-Wise TM agreement and cover sheet#page1.tif source=Gard'N-Wise TM agreement and cover sheet#page2.tif source=Gard'N-Wise TM agreement and cover sheet#page3.tif source=Gard'N-Wise TM agreement and cover sheet#page4.tif source=Gard'N-Wise TM agreement and cover sheet#page5.tif source=Gard'N-Wise TM agreement and cover sheet#page6.tif source=Gard'N-Wise TM agreement and cover sheet#page7.tif source=Gard'N-Wise TM agreement and cover sheet#page8.tif	

## TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 9<sup>th</sup> day of December, 2020 by **GARD'N-WISE DISTRIBUTORS, INC.**, a Kansas corporation ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent ("Agent") for the Lenders.

### WITNESSETH

WHEREAS, Grantor, **BFG Supply Co., LLC**, an Indiana limited liability company ("BFG"), **BFG Logistics, LLC**, an Indiana limited liability company ("BFG Logistics"), and **BFG Kalamazoo, LLC**, an Indiana limited liability company ("BFG Kalamazoo"), together with BFG, BFG Logistics and Grantor, the "Borrowers" and each a "Borrower") have entered into that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of January 21, 2020 (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to Grantor as of the date of this Agreement.

4. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

**[signatures to appear on following page]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GARD'N-WISE DISTRIBUTORS, INC.**

By:   
Name: David Daily  
Title: Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: \_\_\_\_\_  
Name: David Keith  
Title: Senior Vice President

(SIGNATURE PAGE TO TRADEMARK AND PATENT  
SECURITY AGREEMENT)

**TRADEMARK**  
**REEL: 007184 FRAME: 0937**


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GARD'N-WISE DISTRIBUTORS, INC.**

By: \_\_\_\_\_  
Name: David Daily  
Title: Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent,

By:   
Name: David Keith  
Title: Senior Vice President

(SIGNATURE PAGE TO TRADEMARK AND PATENT  
SECURITY AGREEMENT)

**TRADEMARK**  
**REEL: 007184 FRAME: 0938**

**SCHEDULE 1**

**TRADEMARKS**

<b>TRADEMARK</b>	<b>REG. NO. (APP. NO.)</b>	<b>REG. DATE (APP. DATE)</b>	<b>STATUS</b>
GARD'N-WISE	3322647	10/30/2007	Renewed
GARD'N-WISE	3338213	11/20/2007	Renewed
DESIGN ONLY	3338215	11/20/2007	Renewed
DESIGN ONLY	3322649	10/30/2007	Renewed
GARD'N-WISE & Design	4551121	6/17/2014	Renewed
GARD'N-WISE DISTRIBUTORS, INC. & Design	4551120	6/17/2014	Registered

**PATENTS**

None.

## POWER OF ATTORNEY

**GARD'N-WISE DISTRIBUTORS, INC.**, a Kansas corporation ("Grantor"), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), Grantor and certain affiliates of Grantor (collectively, the "Borrowers" and each a "Borrower"), dated as of January 21, 2020 (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement), following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated as of January 21, 2020 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to (a) record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office, (b) to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, (c) to use the Trademarks and Patents in connection with exercising its rights and remedies under the Loan Agreement, including without limitation in connection with the sale Inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement until all Obligations (other than contingent liabilities which have not yet been asserted by Secured Party or Lenders and Letters of Credit that have been cash collateralized and/or backstopped by another letter of credit) have been indefeasibly paid and satisfied in full in cash, Lenders commitment to make Advances under the Loan Agreement has expired or terminated and the Loan Agreement has been terminated.



IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

GARD'N-WISE DISTRIBUTORS, INC.

By:  \_\_\_\_\_

Name: David Daily

Title: Chief Executive Officer

[SIGNATURE PAGE TO POWER OF ATTORNEY]