

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GARDENS ALIVE, INC.		12/28/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FIRST FINANCIAL BANK		
Street Address:	255 EAST FIFTH STREET		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 58			
Property Type	Number	Word Mark	
Registration Number:	1206804	AUDUBON WORKSHOP	
Registration Number:	2531884	BIRD GRUB	
Registration Number:	5235158	BRECK'S	
Registration Number:	5235159	BRECK'S WHOLESALE	
Serial Number:	88632163	BRECK'S GIFTS	
Registration Number:	1971149	BULBS ALIVE!	
Registration Number:	1972632	COMPOST ALIVE!	
Registration Number:	2290102	ESCAR-GO!	
Registration Number:	1735889	FALL LAWNS ALIVE!	
Registration Number:	0867325	FLOWER OF THE MONTH	
Registration Number:	1976225	FRUIT TREES ALIVE!	
Registration Number:	5913870	GARDEN ANSWERS	
Registration Number:	4056161	GARDENS ALIVE!	
Registration Number:	2474693	GARDENS ALIVE!	
Registration Number:	3744409	GOTTA HAVE IT	
Registration Number:	5342979	GROW TUB	
Registration Number:	5116297	GROW TUBS	
Registration Number:	5380694	GRUB-AWAY	
Registration Number:	4537018	GURNEY'S	

OP \$1465.00 1206804

Property Type	Number	Word Mark
Registration Number:	1407214	GURNEY'S
Registration Number:	4438749	GURNEY'S SEED & NURSERY CO.
Registration Number:	4525919	HENRY FIELD'S
Registration Number:	1669965	HOUSEPLANTS ALIVE!
Registration Number:	5855327	K. VAN BOURGONDIE
Registration Number:	5855328	K. VAN BOURGONDIE
Registration Number:	3792374	KA-BLUEY
Registration Number:	3277732	LILY TREE
Registration Number:	2353118	MICHIGAN BULB CO.
Registration Number:	2346404	MICHIGAN BULB COMPANY
Registration Number:	2729570	MYSEASONS
Registration Number:	1757101	NEW HOLLAND BULB COMPANY
Registration Number:	5187394	ONCE
Serial Number:	88611115	PARFUM DE BLOOM
Registration Number:	5869193	PATIO ORCHARD
Registration Number:	2531883	PYOLA
Registration Number:	5458277	RAZZMATAZZ
Registration Number:	5525978	REACHABLES
Registration Number:	3768042	SLEEPING BEAUTIES
Registration Number:	2253445	SOAP-SHIELD
Registration Number:	4567324	SPRING HILL NURSERIES
Registration Number:	1739303	SPRING LAWNS ALIVE!
Registration Number:	5414917	SWEET HIPS
Registration Number:	1156763	THE WILD BIRD SPECIALISTS
Registration Number:	1680890	TOMATOES ALIVE!
Registration Number:	1672719	TURF ALIVE!
Registration Number:	1885160	VAN BOURGONDIE
Registration Number:	1673129	VEGETABLES ALIVE!
Registration Number:	1837250	WONDERX
Registration Number:	5122304	WOW!
Registration Number:	2073973	WOW!
Serial Number:	87749639	WOW!
Serial Number:	90278755	YOUR PUZZLE AUTHORITY
Serial Number:	90278717	YOUR PUZZLE AUTHORITY
Serial Number:	88895484	MICHIGAN BULB CO.
Serial Number:	88895425	MICHIGAN BULB CO.
Serial Number:	77892871	SUPER SWEET
Serial Number:	77516814	FOREVER & EVER

Property Type	Number	Word Mark
Serial Number:	73775820	GARDENS ALIVE!

CORRESPONDENCE DATA

Fax Number: 8593416239

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: 859-426-2137

Email: CGREGORIO@DBLLAW.COM

Correspondent Name: CHRISTINE GREGORIO

Address Line 1: 207 THOMAS MORE PKWY

Address Line 4: CRESTVIEW HILLS, KENTUCKY 41017

NAME OF SUBMITTER: Christine Gregorio

SIGNATURE: /Christine Gregorio/

DATE SIGNED: 02/15/2021

Total Attachments: 16

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First Financial Bank

Borrowers: Gardens Alive, Inc., Steinbeck III, LLC, Steinbeck LLC, Rostam Direct LLC, Kafka Direct LLC, Early Morning LLC, Garden Answers LLC, WOW! Genetics, LLC, and Pine Creek Estates Association, L.L.C.

Loan Number: 820902500

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of December 28, 2020, between Gardens Alive, Inc., a Delaware corporation, having its principal place of business at 230 Mary Avenue, Greendale, IN 47025 (the "Pledgor"), and First Financial Bank, an Ohio state chartered bank having its principal place of business at 255 East Fifth Street, Cincinnati, Ohio 45202 Attention: Randy Bruce (the "Lender").

WHEREAS, the Pledgor and the Lender are parties to that certain Loan Agreement dated as of the date hereof (as amended and in effect from time to time, the "Loan Agreement");

WHEREAS, as a condition precedent to the making of the Loans by the Lender under the Loan Agreement, the Pledgor has executed and delivered to the Lender that certain Security Agreement dated as of the date hereof (as amended and in effect from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Pledgor has granted to the Lender a security interest in, among other property, certain Intellectual Property Collateral, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Loan Agreement and Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Security Agreement.
2. Grant of Security. The Pledgor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of the Pledgor in, to, and under the following (the "Trademark Collateral"):
 - (a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
 - (b) all rights of any kind whatsoever of the Pledgor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
3. Recordation. The Pledgor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender or its designee.

4. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark Security 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed as of the day and year first above written.

GARDENS ALIVE, INC.

By: [Signature]
Name: Eric Hamant
Title: President and Chief Financial Officer

FIRST FINANCIAL BANK

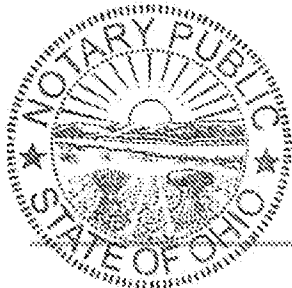
By: [Signature]
Name: Jacob Holbrook
Title: Northern Kentucky Market President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Ohio)
) ss
COUNTY OF Miami)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 22nd day of December, 2020 personally appeared Eric Hamant to me known personally, and who, being by me duly sworn, deposes and says that he is the President and Chief Executive Officer of Gardens Alive, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Eric Hamant acknowledged said instrument to be the free act and deed of said corporation.



HEATHER BAKER
Notary Public,
State of Ohio
Commission Exp. 04/07/2024

[Signature]

Notary Public
My commission expires: 04/07/2024

SCHEDULE 1

Trademarks

LISTED OWNER OF RECORD	FILING BASIS COUNTRY	MARK	SERIAL/ REG NO.	DATE FILED	REG. DATE	STATUS
Gardens Alive, Inc.	USPTO	AUDUBON WORKSHOP	1206804	4/11/79	8/31/82	Live
Gardens Alive, Inc.	USPTO	BIRD GRUB	2531884	12/21/00	1/22/02	Live
Gardens Alive, Inc.	USPTO	BRECK'S	5235158	6/3/16	7/4/17	Live
Gardens Alive, Inc.	USPTO	BRECK'S WHOLESALE	5235159	6/3/16	7/4/17	Live
Gardens Alive, Inc.	USPTO	BRECK'S GIFTS	88632163	9/26/19		Pending.
Gardens Alive, Inc.	USPTO	BULBS ALIVE!	1971149	3/14/95	4/30/96	Newly-filed application. Not yet assigned to an Examining Attorney. Live

Gardens Alive, Inc.	Canada	CAVALLIER BULB COMPANY design plus words	TMA4384 46	9/2/93	1/27/95	Live
Gardens Alive, Inc.	USPTO	COMPOST ALIVE!	1972632	3/14/95	5/7/96	Live
Gardens Alive, Inc.	USPTO	ESCAR-GOI	2290102	8/5/98	11/2/99	Live
Gardens Alive, Inc.	USPTO	FALL LAWNS ALIVE!	1735889	4/23/90	12/1/92	Live
Gardens Alive, Inc.	USPTO	FLOWER OF THE MONTH	0867325	8/7/67	4/1/69	Live
Gardens Alive, Inc.	USPTO	FRUIT TREES ALIVE!	1976225	3/14/95	5/28/96	Live
Gardens Alive, Inc.	USPTO	GARDEN ANSWERS	5913870	5/2/19	11/19/19	Live
Gardens Alive, Inc.	Canada	Gardens Alive (design mark)	A672595	7/19/05	9/13/06	Live

Gardens Alive, Inc.	Canada	GARDENS ALIVE!	A672443	7/19/05	6/9/06	Live
Gardens Alive, Inc.	USPTO	GARDENS ALIVE!	4056161	4/8/11	11/15/11	Live
Gardens Alive, Inc.	USPTO	GARDENS ALIVE! (w/lady bug design)	2474693	7/17/96	8/7/2001	Live
Gardens Alive, Inc.	USPTO	GOTTA HAVE IT	3744409	6/25/09	2/2/10	Live
Gardens Alive, Inc.	USPTO	GROW TUB (Supplemental Registration)	5342979	3/9/17	11/21/17	Live
Gardens Alive, Inc.	USPTO	GROW TUBS (Supplemental Registration)	5116297	6/30/16	1/3/17	Live
Gardens Alive, Inc.	USPTO	GRUB-AWAY	5380694	7/31/17	1/16/18	Live

Gardens Alive, Inc.	USPTO	GURNEY'S	4537018	9/26/13	5/27/14	Live
Gardens Alive, Inc.	USPTO	GURNEY'S and Flower design	1407214	11/28/84	9/2/86	Live
Gardens Alive, Inc.	USPTO	GURNEY'S SEEDS & NURSERY CO.	4438749	11/6/12	11/26/13	Live
Gardens Alive, Inc.	Canada	HANS BRINKER	TMA4095 48	1/9/92	3/12/93	Live
Gardens Alive, Inc.	USPTO	HENRY FIELD'S	4525919	11/13/13	5/6/14	Live
Gardens Alive, Inc.	USPTO	HOUSEPLANTS ALIVE!	1669965	4/23/90	12/31/91	Live
Gardens Alive, Inc.	USPTO	K. VAN BOURGONDIEN	5855327	10/31/18	9/10/19	Live
Gardens Alive, Inc.	USPTO	K. VAN BOURGONDIEN	5855328	10/31/18	9/10/19	Live

Gardens Alive, Inc.	USPTO	KA-BLUEY	3792374	6/25/09	5/25/10	Live
Gardens Alive, Inc.	USPTO	LILY TREE	3277732	1/9/06	8/7/07	Live
Gardens Alive, Inc.	USPTO	Michigan Bulb Co. (words and design)	2353118	4/1/98	5/30/00	Live
Gardens Alive, Inc.	USPTO	MICHIGAN BULB COMPANY	2346404	2/16/98	5/2/00	Live
Gardens Alive, Inc.	USPTO	MYSEASONS	2729570	12/20/99	6/24/03	Live
Gardens Alive, Inc.	USPTO	NEW HOLLAND BULB COMPANY (words plus design mark)	1757101	11/13/91	3/9/93	Live
Gardens Alive, Inc. d/b/a Breck's	USPTO	ONCE	5187394	9/22/15	4/18/17	Live
Gardens Alive, Inc.	USPTO	PARFUM DE BLOOM (Intent to use basis)	88611115	9/10/19		Pending. Newly-filed application. Not yet assigned to an Examining Attorney.

Gardens Alive, Inc.	USPTO	PATIO ORCHARD	5869193	3/27/18	9/24/19	Live
Gardens Alive, Inc.	USPTO	PYOLA	2531883	12/21/00	1/22/02	Live
Gardens Alive, Inc.	USPTO	RAZZMATAZZ	5458277	9/14/17	5/1/18	Live
Gardens Alive, Inc.	USPTO	REACHABLES	5525978	5/31/17	7/24/18	Live
Gardens Alive, Inc.	USPTO	SLEEPING BEAUTIES design plus words (color)	3768042	11/30/07	3/30/10	Live
Gardens Alive, Inc.	Canada	SLEEPING BEAUTIES design plus words (color)	TMA8001 33	2/19/08	6/16/11	Live
Gardens Alive, Inc.	USPTO	SOAP-SHIELD	2253445	4/13/98	6/15/99	Live
Gardens Alive, Inc.	USPTO	SPRING HILL NURSERIES	4567324	11/13/13	7/15/14	Live

Gardens Alive, Inc.	USPTO	SPRING LAWNS ALIVE!	1739303	4/23/90	12/15/92	Live
Gardens Alive, Inc.	USPTO	SWEET HIPS (Supplemental Registration)	5414917	8/23/17	2/27/18	Live
Gardens Alive, Inc.	Canada	THE MAGIC EGG	TMA7293 85	3/8/06	11/25/08	Live
Gardens Alive, Inc.	USPTO	THE WILD BIRD SPECIALISTS	1156763	4/11/79	6/2/1981	Live
Gardens Alive, Inc.	USPTO	TOMATOES ALIVE!	1680890	4/23/90	3/31/92	Live
Gardens Alive, Inc.	USPTO	TURF ALIVE!	1672719	4/23/90	1/21/92	Live
Gardens Alive, Inc.	Canada	VAN BOURGONDIE	TMA4377 13	8/6/93	12/30/94	Live

Gardens Alive, Inc.	USPTO	VAN BOURGONDIEN	1885160	6/30/93	3/21/95	Live
Gardens Alive, Inc.	Canada	VAN DYCK'S FLOWER FARMS, INC.	TMA4345 12	8/6/93	10/14/94	Live
Gardens Alive, Inc.	USPTO	VEGETABLES ALIVE!	1673129	4/23/90	1/28/92	Live
Gardens Alive, Inc.	USPTO	WONDERX	1837250	3/1/93	5/17/94	Live
Gardens Alive, Inc.	USPTO	WOW!	5122304	5/4/16	1/17/17	Live
Gardens Alive, Inc.	USPTO	WOW!	3055528	11/26/03	5/16/03	Live
Gardens Alive, Inc.	USPTO	WOW!	3055528	11/26/03	1/31/06	Live
Gardens Alive, Inc.	USPTO	WOW!	2073973	12/5/96	6/24/97	Live

Gardens Alive, Inc.	USPTO	WOW!	87749639	1/10/18		Pending
Gardens Alive, Inc.	USPTO	YOUR PUZZLE AUTHORITY	90278755	10/26/20		Live
Gardens Alive, Inc.	USPTO	YOUR PUZZLE AUTHORITY	90278717	10/26/20		Live
Gardens Alive, Inc.	USPTO	MICHIGAN BULB CO. (with design)	88895484	04/30/20		Live
Gardens Alive, Inc.	USPTO	MICHIGAN BULB CO.	88895425	04/30/20		Live
Gardens Alive, Inc.	USPTO	SUPER SWEET	77892871	12/14/09	07/27/10	Live
Gardens Alive, Inc.	USPTO	FOREVER & EVER	77516814	07/08/08	02/10/09	Live

Gardens Alive, Inc.	USPTO	GARDENS ALIVE!	73775820	01/23/89	10/10/89	Live

LISTED OWNER OF RECORD	FILING BASIS COUNTRY	MARK	SERIAL/ REG	DATE FILED	REG. DATE	STATUS
Melville Direct, LLC	Canada	BITTS AND PIECES	A654713	12/30/04	12/8/05	Live
Melville Direct, LLC	Canada	BITTS AND PIECES	A681602	6/28/05	2/13/07	Live
Melville Direct, LLC	Canada	BITTS AND PIECES	A688462	6/23/06	5/29/07	Live
Melville Direct, LLC	Canada	BITTS AND PIECES	A698918	6/28/05	10/18/07	Live
Melville Direct, LLC	USPTO	BITTS AND PIECES	4356812	7/10/12	6/25/13	Live
Melville Direct, LLC	Canada	BITTS AND PIECES	A751801	6/28/05	10/30/09	Live
Melville Direct, LLC	USPTO	BITTS AND PIECES	3269589	6/2/05	7/24/07	Live

Melville Direct, LLC	USPTO	BUDDY & FRIENDS	5245591	12/20/16	7/18/17	Live
Melville Direct, LLC	USPTO	CLEO & FRIENDS	5152667	3/10/16	2/28/17	Live
Melville Direct, LLC	USPTO	FOLD-AND-GO WOODEN JIGSAW TABLE (Supplemental Registration)	3949578	10/5/10	4/19/11	Live
Melville Direct, LLC	USPTO	MURPHY & HIS TROOP	5245593	12/20/16	7/18/17	Live
Melville Direct, LLC	USPTO	PUZZLE PLATEAU	5580782	3/20/18	10/9/18	Live
Melville Direct, LLC	USPTO	SPILSBURY	4305366	9/25/12	3/19/13	Live
Melville Direct, LLC	USPTO	TARALYNN'S TEA TIME	5245594	12/20/16	7/18/17	Live
Melville Direct, LLC	USPTO	TULIP WIND SPINNER (Supplemental Registration)	5582544	2/14/18	10/9/18	Live
Melville Direct, LLC	USPTO	WE DELIVER FUN!	4305365	9/25/12	3/19/13	Live
Melville Direct, LLC	USPTO	WILLY & FRIENDS	5245595	12/20/16	7/18/17	Live
Melville Direct, LLC	USPTO	WOODY & FRIENDS	5245598	12/20/16	7/18/17	Live

Melville Direct, LLC	USPTO	WYNTER & HIS PACK	5245599	12/20/16	7/18/17	Live
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LISTED OWNER OF RECORD	FILING BASIS COUNTRY	MARK	SERIAL/ REG	DATE FILED	REG. DATE	STATUS
Paragon RI LLC	Canada	THE ADDED TOUCH	A327499	2/10/86	5/15/87	Live
Paragon RI LLC	Canada	THE ADDED TOUCH STYLE	1,635,948	7/19/13	7/15/15	Live
Paragon RI LLC	USPTO	THE PARAGON	4758221	4/11/13	6/23/15	Live
Paragon RI LLC	Canada	The Paragon (and Design)	A548514	1/13/98	7/23/01	Live
Paragon RI LLC	USPTO	THE PARAGON ME	4758222	4/11/13	6/23/15	Live

OWNER	FILING BASIS COUNTRY	MARK	SERIAL/ REG	DATE FILED	REG. DATE	STATUS
Scarlet Tanager LLC d/b/a Henry Field's Seed and Nursery Co.	USPTO	HENRY FIELD'S	0934186	3/8/71	5/16/72	Live