

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM627846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Release and Reassignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		02/11/2021	Collateral Agent:
RECEIVING PARTY DATA			
Name:	Plantation Products, LLC		
Street Address:	202 South Washington Street		
City:	Norton		
State/Country:	MASSACHUSETTS		
Postal Code:	02766		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5206363	IT'S TIME FOR GARDENING	
Registration Number:	4845494	CLEARLY MORE SEED	
Registration Number:	4571271	SUPERTHRIVE	
Registration Number:	3997703	1 50 IN ONE	
Registration Number:	3635189	VI VITAMIN INSTITUTE	
Serial Number:	77611516	VI	
Registration Number:	3361788	SUPERTHRIVE	
CORRESPONDENCE DATA			
Fax Number:	949567610		
<i>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.</i>			
Phone:	5039434828		
Email:	cvicino@orrick.com, ipprosecution@orrick.com		
Correspondent Name:	Kristin S. Cornuelle		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	6257.212		
NAME OF SUBMITTER:	Kristin S. Cornuelle		
SIGNATURE:	/Kristin S. Cornuelle/		

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DATE SIGNED:	02/23/2021
Total Attachments: 4 source=2L Plantation Products (1) Trademark Release and Reassignment (Executed) - 2017 filing#page1.tif source=2L Plantation Products (1) Trademark Release and Reassignment (Executed) - 2017 filing#page2.tif source=2L Plantation Products (1) Trademark Release and Reassignment (Executed) - 2017 filing#page3.tif source=2L Plantation Products (1) Trademark Release and Reassignment (Executed) - 2017 filing#page4.tif	

SECOND LIEN TRADEMARK RELEASE AND REASSIGNMENT

THIS SECOND LIEN TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as of February 11, 2021, by ARES CAPITAL CORPORATION, in its capacity as administrative agent and as collateral agent (in such capacity, the “Collateral Agent”) in favor of Plantation Products, LLC, a Delaware limited liability company (the “Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement or the Trademark Security Agreement (each as defined below), as applicable.

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Second Lien Security Agreement dated as of December 23, 2014, by and among Collateral Agent, the Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to Collateral Agent, for the benefit of the Lenders, a security interest in certain intellectual property, including but not limited to, certain trademarks (“Trademarks”) and Trademark Collateral (as defined below) as security for certain obligations owing by such Grantor to Collateral Agent, including those set forth on Schedule A hereto;

WHEREAS, pursuant to the Security Agreement, Collateral Agent and the Grantor entered into that certain Second Lien Trademark Security Agreement dated as of July 24, 2017 (the “Trademark Security Agreement”);

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on July 25, 2017, at Reel 6118, Frame 0675; and

WHEREAS, the Grantor have requested that Collateral Agent release its security interest in the Collateral and reassign any and all right, title and interest in, to and under the same to such Grantor.

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

1. Collateral Agent hereby releases its security interest and all of its right, title and interest in and to the following (collectively the “Trademark Collateral”):

(a) each Trademark listed on Schedule A annexed hereto, 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 such Trademark; and

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

2. Collateral Agent hereby releases, grants and conveys to such Grantor, without any representation, recourse or undertaking by Collateral Agent, any and all of Collateral Agent’s right, title and interest in and to the Trademarks and the Trademark Collateral.

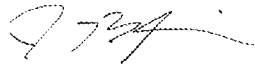
3. Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

4. This Second Lien Trademark Release and Reassignment is made under and shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without reference to conflicts of laws provisions.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has duly executed this Release as of the date first above written.

ARES CAPITAL CORPORATION, as Collateral
Agent

By: 
Name: _____ Joshua Bloomstein
Title: Authorized Signatory

SCHEDULE A

Trademark Registrations/Applications

Owner	Trademark	Application Number/Application Date	Registration Number/Registration Date
Plantation Products, LLC	IT'S TIME FOR GARDENING	87089576 June 30, 2016	5206363 May 16, 2017
Plantation Products, LLC	CLEARLY MORE SEED	86578371 March 27, 2015	4845494 November 3, 2015
Plantation Products, LLC	SUPERTHRIVE	86104676 October 29, 2013	4571271 July 22, 2014
Plantation Products, LLC	1 50 IN ONE	85206611 December 28, 2010	3997703 July 19, 2011
Plantation Products, LLC	VI VITAMIN INSTITUTE	77611513 November 10, 2008	3635189 June 9, 2009
Plantation Products, LLC	VI	77611516 November 10, 2008	3635189 June 9, 2009
Plantation Products, LLC	SUPERTHRIVE	77157005 April 15, 2007	3361788 January 1, 2008