

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM627848

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:	Marteal, Ltd.		
Street Address:	2775 Giant Road		
City:	Richmond		
State/Country:	CALIFORNIA		
Postal Code:	94806		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5669425	DYNA-FLUSH	
Registration Number:	5335464	DYNA-GRO	
Registration Number:	3899036	DYNA-GRO'N	
Registration Number:	1924955	FOLIAGE-PRO	
Registration Number:	4677589	MAG-PRO	
Registration Number:	1924956	PRO-TEKT	
Registration Number:	2253857	ROOT-GEL	
Registration Number:	1966296	THE NUTRITION SOLUTION	
Registration Number:	2015490	THE SILICON SOLUTION	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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 St., Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	6257.212		

CH \$240.00 5669425

NAME OF SUBMITTER:	Kristin S. Cornuelle
SIGNATURE:	/Kristin S. Cornuelle/
DATE SIGNED:	02/23/2021
Total Attachments: 4 source=2L Marteaal Trademark Release and Reassignment (Executed) - 2020 filing#page1.tif source=2L Marteaal Trademark Release and Reassignment (Executed) - 2020 filing#page2.tif source=2L Marteaal Trademark Release and Reassignment (Executed) - 2020 filing#page3.tif source=2L Marteaal Trademark Release and Reassignment (Executed) - 2020 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 Marteat, Ltd., a California corporation (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 the 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, the Collateral Agent and the Grantors entered into that certain Second Lien Trademark Security Agreement dated as of July 14, 2020 (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 16, 2020, at Reel 7000, Frame 0007; and

WHEREAS, the Grantor have requested that the 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.

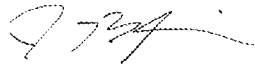
3. Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

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

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Marteal, Ltd.	USA	Dyna-FLUSH	5669425	02/05/2019
Marteal, Ltd.	USA	Dyna-Gro	5335464	11/14/2017
Marteal, Ltd.	USA	Dyna-Gro'n	3899036	01/04/2011
Marteal, Ltd.	USA	Foliage Pro	1924955	10/10/1995
Marteal, Ltd.	USA	Mag-Pro	4677589	01/27/2015
Marteal, Ltd.	USA	Pro-TeKt	1924956	10/10/1995
Marteal, Ltd.	USA	Root-Gel	2253857	06/15/1999
Marteal, Ltd.	USA	The Nutrition Solution	1966296	04/09/1996
Marteal, Ltd.	USA	The Silicon Solution	2015490	11/12/1996