

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM635535

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Confirmatory Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hydrofarm, LLC		03/29/2021	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	3 Park Plaza, Suite 900		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92614		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 42</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2454471	GARDEN INDOORS	
<b>Registration Number:</b>	3066838	AGROBRITE	
<b>Registration Number:</b>	3083822	PARSOURCE	
<b>Registration Number:</b>	3099322	POWERHOUSE	
<b>Registration Number:</b>	3023640	GERMINATION STATION	
<b>Registration Number:</b>	4732004	GEOLITE	
<b>Registration Number:</b>	5355122	JUMP START	
<b>Registration Number:</b>	4132352	PHANTOM DIGITAL	
<b>Registration Number:</b>	4265442	DIRT POT	
<b>Registration Number:</b>	4227405	PHANTOM BALLAST	
<b>Registration Number:</b>	4339432	LIGHTHOUSE CONTROLLED ENVIRONMENT	
<b>Registration Number:</b>	4247153	RAM RAPID AIR MOVEMENT	
<b>Registration Number:</b>	4216617	ACCELAROOT	
<b>Registration Number:</b>	4256202	ROOT!T	
<b>Registration Number:</b>	4400936	AUTOPILOT	
<b>Registration Number:</b>	2158507	AGROSUN	
<b>Registration Number:</b>	4672188	BUILD!T	
<b>Registration Number:</b>	4863490	GROW!T	
<b>Registration Number:</b>	4527773	ACTIVEAQUA	
<b>TRADEMARK</b>			

CH \$1065.00 2454471

Property Type	Number	Word Mark
Registration Number:	4531660	ACTIVE AIR
Registration Number:	4324482	ACTIVE EYE
Registration Number:	3293531	C. A. P. CUSTOM AUTOMATED PRODUCTS
Registration Number:	3981983	DIGILUX
Registration Number:	4358102	RADIANT
Registration Number:	4434559	QUANTUM HORTICULTURE
Registration Number:	4922360	VALULINE
Registration Number:	3553033	XTREME
Registration Number:	4133501	PHAT
Registration Number:	4917088	RAPTOR
Registration Number:	4677189	DIRT GENIUS
Registration Number:	4558554	LENDING MOTHER NATURE A HAND
Registration Number:	5136515	OXYCLONE
Registration Number:	2668273	DAYSPOT
Registration Number:	5424686	TROPICOCO
Registration Number:	1305949	HYDROFARM
Registration Number:	2978948	XTRASUN
Registration Number:	2877675	SUNBURST
Registration Number:	5801372	PHOTOBIO
Registration Number:	5801117	JETFAN
Registration Number:	5758882	ADVANCED REFLECTOR CONCEPTS
Serial Number:	88809512	RAPIDRIZE
Serial Number:	88873213	PHANTOM

**CORRESPONDENCE DATA**

Fax Number: 2027393001

*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: 2027395866

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 2: Attn: TMSU

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 066397-05-0743

NAME OF SUBMITTER: Felicia D. Gordon

SIGNATURE: /Felicia D. Gordon/

DATE SIGNED: 03/30/2021

Total Attachments: 7

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**CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS**

This CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made as of March 29, 2021, by and between HYDROFARM, LLC, a California limited liability company (“Grantor”), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (together with its successors and assigns, the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Grantor, the Administrative Agent, the other Loan Parties party thereto, and the Lenders party thereto, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that certain of the Loan Parties shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain U.S. Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, Grantor has agreed to execute and deliver this Confirmatory Grant in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office and the Canadian Intellectual Property Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Confirmatory Grant as the “Security Interest”) in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and IP Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each IP License with respect to Trademarks; and

(d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of the foregoing, and any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any IP License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any IP License with respect to Trademarks.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Confirmatory Grant and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Confirmatory Grant secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Confirmatory Grant is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Confirmatory Grant and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or become entitled to the benefit of any Trademark for any renewal or extension of any existing Trademark, the provisions of this Confirmatory Grant shall automatically apply thereto. Grantor hereby authorizes the Administrative Agent unilaterally to modify this Confirmatory Grant by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify or supplement this Confirmatory Grant or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Confirmatory Grant may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Confirmatory Grant. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Confirmatory Grant and the transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State

Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent. This Confirmatory Grant is a Loan Document.

7. **CHOICE OF LAW.** THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8. **MISCELLANEOUS.** THIS CONFIRMATORY GRANT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER AND THE OTHER MATTERS SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Confirmatory Grant of Security Interest in Trademarks to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**HYDROFARM, LLC,**  
a California limited liability company

By:   
Name: B. John Lindeman  
Title: Chief Financial Officer

[Signature page to Confirmatory Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 007237 FRAME: 0441**

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Alexander Hechler

Title: Authorized Officer

[Signature page to Confirmatory Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 007237 FRAME: 0442**



**SCHEDULE I**  
to  
**CONFIRMATORY GRANT**

**Trademarks**

<b>Jurisdiction</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Serial No.</b>
U.S.	GARDEN INDOORS	2,454,471	5/29/2001	75/642,960
U.S.	AGROBRITE	3,066,838	3/7/2006	78/495,648
U.S.	PARSOURCE	3,083,822	4/18/2006	78/524,364
U.S.	POWERHOUSE	3,099,322	5/30/2006	78/514,977
U.S.	GERMINATION STATION	3,023,640	12/6/2005	78/514,966
U.S.	GEOLITE	4,732,004	5/5/2015	85/844,623
U.S.	JUMP START	5,355,122	12/12/2017	87/456,075
U.S.	PHANTOM DIGITAL	4,132,352	4/24/2012	77/946,070
U.S.	DIRT POT	4,265,442	12/25/2012	85/424,730
European Union	DIRT POT	13074786	12/3/2014	13074786
U.S.	PHANTOM BALLAST	4,227,405	10/16/2012	85/424,695
U.S.	LIGHTHOUSE CONTROLLED ENVIRONMENT	4,339,432	5/21/2013	85/424,685
U.S.	RAM RAPID AIR MOVEMENT & Design	4,247,153	11/20/2012	85/431,252
U.S.	ACCELAROOT	4,216,617	10/2/2012	85/424,645
U.S.	ROOT!T	4,256,202	12/11/2012	85/441,454
U.S.	AUTOPILOT	4,400,936	9/10/2013	85/534,252
U.S.	AGROSUN	2,158,507	5/19/1998	75/237216
U.S.	BUILD!T	4,672,188	1/13/2015	85/715,442
Canada	GROW !T	TMA1003330	8/22/2018	App No. 1807095
U.S.	GROW !T	4,863,490	12/1/2015	85/715,435
U.S.	ACTIVEAQUA	4,527,773	5/13/2014	85/742,965
U.S.	ACTIVE AIR	4,531,660	5/20/2014	85/742,982
U.S.	ACTIVE EYE	4,324,482	4/23/2013	85/743,001
U.S.	C.A.P. CUSTOM AUTOMATED PRODUCTS	3,293,531	9/18/2007	78/480,984
U.S.	DIGILUX	3,981,983	6/21/2011	77/714,957
U.S.	RADIANT	4,358,102	6/25/2013	85/792,360
U.S.	QUANTUM HORTICULTURE & DESIGN	4,434,559	11/19/2013	85/070,178
European Union	QUANTUM HORTICULTURE & DESIGN	9678021	6/28/2011	9678021
U.S.	VALULINE	4,922,360	3/22/2016	86/713,135
U.S.	XTREME	3,553,033	12/30/2008	77/367,472
U.S.	PHAT	4,133,501	5/1/2012	77/375,831

Canada	PHAT	TMA882819	7/24/2014	App No. 1506124
China	PHAT HYDRO	8,981,909	1/7/2012	8,981,908
Canada	PHAT HYDRO	TMA694450	8/21/2007	App No. 1225258
European Union	PHAT HYDRO	3,947,926	11/9/2005	3947926
China	PHAT HYDRO	8,981,910	1/7/2012	8,981,910
China	PHAT HYDRO	8,981,911	9/14/2012	8,981,911
U.S.	RAPTOR & Design	4,917,088	3/15/2016	86/488,194
U.S.	DIRT GENIUS	4,677,189	1/27/2015	85/764,032
U.S.	LENDING MOTHER NATURE A HAND	4,558,554	7/1/2014	85/920,186
U.S.	OXYCLONE	5,136,515	02/07/2017	87/066,781
European Union	HYDROFARM & Design	15302946	10/14/2016	15302946
U.S.	DAYSPOT	2,668,273	12/31/2002	76/272,609
U.S.	TROPICOCO	5,424,686	05/13/2018	87/297,567
U.S.	EARTH & SURF	Pending	1/24/2017	87/312,477
U.S.	HYDROFARM	1,305,949	11/20/1984	73/409,330
U.S.	XTRASUN	2,978,948	7/26/2005	78/264,761
U.S.	SUNBURST	2,877,675	8/24/2004	78/298,804
U.S.	PHOTOBIO	5,801,372	07/09/2019	87/769,223
U.S.	JETFAN	5,801,117	07/09/2019	87/635,489
Canada	PHANTOM		Filed: 04/14/2020	App No. 2022323
U.S.	ADVANCED REFLECTOR CONCEPTS	5758882	21-May-2019	
U.S.	RAPIDRIZE	88809512	25-Feb-2020	
U.S.	PHANTOM	88873213	15-Apr-2020	
U.S.	PHANTOM LED	88873238	15-Apr-2020	