

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643902

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forestry Resources, LLC		04/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FEAC Agent, LLC		
Street Address:	500 Boylston Street, Suite 1250		
Internal Address:	Attn: Michelle Handy		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88760173	SIMPLE GARDEN. HAPPY LIFE.	
Serial Number:	88957582	THE MULCH & SOIL CO EST. 2018	
Serial Number:	78330542	JUNGLE GROWTH	
Serial Number:	85937151	FLORIMULCH	
Serial Number:	78663456	GOMULCH.COM	
Serial Number:	76665070	VITA-MULCH	
Serial Number:	76665060	FLORIGANIC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	415-591-1000		
Email:	trademarkny@winston.com		
Correspondent Name:	Laura M. Franco		
Address Line 1:	101 California Street		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:		13891.93	

CH \$190.00 88760173

NAME OF SUBMITTER:	Laura M. Franco
SIGNATURE:	/Laura M. Franco by trademarkny/
DATE SIGNED:	05/03/2021
Total Attachments: 5 source=Project Green - Trademark Security Agreement (Executed)#page1.tif source=Project Green - Trademark Security Agreement (Executed)#page2.tif source=Project Green - Trademark Security Agreement (Executed)#page3.tif source=Project Green - Trademark Security Agreement (Executed)#page4.tif source=Project Green - Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of April 30, 2021, is made by Forestry Resources, LLC, a Delaware limited liability company ("Grantor"), in favor of FEAC Agent, LLC, as administrative agent for the ratable benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, "Administrative Agent").

Grantor has executed and delivered a Guaranty and Security Agreement, dated as of April 30, 2021, with and in favor of Administrative Agent for the ratable benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"). Grantor has pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto but excluding any intent-to-use United States trademark applications or servicemark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office; all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

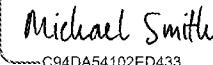
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FORESTRY RESOURCES, LLC, as Grantor

Designed by:

C94DA54102ED433...

By: _____
Name: Michael Smith
Title: Vice President

FEAC AGENT, LLC,
as Administrative Agent

By: First Eagle Alternative Credit, LLC
Its: Managing Member

By: _____
Name: _____
Title: _____

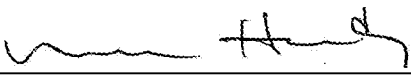
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FORESTRY RESOURCES, LLC, as Grantor

By: _____
Name: _____
Title: _____

FEAC AGENT, LLC,
as Administrative Agent

By: First Eagle Alternative Credit, LLC
Its: Managing Member

By:  _____
Name: Michelle Handy
Title: Managing Director

Schedule 1

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Goods/Services
SIMPLE GARDEN. HAPPY LIFE.	Forestry Resources, LLC	88760173	Jan 15, 2020	6196942	Nov 10, 2020	IC 001: Top soil and compost. IC 031: Ground cover material, namely, mulch and raw bark
	Forestry Resources, LLC	88957582	Jun 10, 2020	N/A Serial Number: 88957582	Not registered; application filed June 10, 2020	IC 035: Retail and wholesale store services featuring protective landscape covering for reducing evaporation and soil erosion, landscape mulches, soils, fertilizers, and professional landscape supplies.
JUNGLE GROWTH	Forestry Resources, LLC	78330542	Nov 20, 2003	2943741	Apr 26, 2005	IC 001: potting soil; wood-based and volcanic based soil amendments
FLORIMULCH	Forestry Resources, LLC	85937151	May 20, 2013	4459078	Dec 31, 2013	IC 031: Mulch.
	Forestry Resources, LLC	78663456	Jul 5, 2005	3195878	Jan 9, 2007	IC 035: On-line retail store services in the field of landscape mulches, soils, fertilizers, and professional landscape supplies
VITA-MULCH	Forestry Resources, LLC	76665070	Aug 24, 2006	3257518	Jul 3, 2007	IC 031: Mulch enhanced with wood chips and fibers, soil, sand, humus and organic minerals.
FLORIGANIC	Forestry Resources, LLC	76665060	Aug 24, 2006	3481109	Aug 5, 2008	IC 001: Compost, planting soil, and potting soil having elevated content of organic material, minerals, and nutrients.