

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fast Growing Trees, LLC		09/13/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BSP Agency, LLC, as Collateral Agent		
Street Address:	9 West 57th Street, Suite 4700		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5068644	BRIGHTER BLOOMS	
Registration Number:	5615416	BRIGHTER BLOOMS NURSERY	
Registration Number:	6008834	BULLETPROOF	
Registration Number:	5922347	CONDO AVOCADO	
Registration Number:	5922353	ENDLESS AUTUMN MAPLE	
Registration Number:	5450302	FAST - GROWING - TREES	
Registration Number:	6406266	FASTGROWINGTREES.COM	
Registration Number:	5092998	NO MORE NEIGHBORS	
Registration Number:	5853592	PLANTS TO YOU	
Registration Number:	5272146	ROOT ROCKET	
Registration Number:	6055230	RUSSIAN RED POMEGRANATE	
Serial Number:	90644181	BRIGHTERBLOOMS.COM	
Serial Number:	90437709	PLANTINGTREE	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
TRADEMARK			

OP \$340.00 5068644

Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1474307 TM

NAME OF SUBMITTER: Sarah Mackin

SIGNATURE: /Sarah Mackin/

DATE SIGNED: 09/13/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of dated as of September 13, 2021, by and among Fast Growing Trees, LLC (the “**Grantor**”), in favor of BSP AGENCY, LLC, in its capacity as collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Collateral Agent**”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of September 13, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks of the Grantor, including those listed on Schedule I attached hereto, and all goodwill connected with the use of and symbolized thereby.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the parties otherwise agree in writing.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopier or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” and words of like import relating to this Trademark Security Agreement shall be deemed to include electronic signatures 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 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.

[Signature pages follow]

FAST GROWING TREES, LLC

By: Chip Abbott
Name: Chip Abbott
Title: Secretary and Treasurer

BSP AGENCY, LLC,
as Collateral Agent


By: 
Name: Michael Frick
Title: Authorized Signer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007420 FRAME: 0100

Schedule I
 Trademark Registrations and Use Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/Applicant
BRIGHTER BLOOMS	86954921	28-MAR-2016	5068644	25-OCT-2016	Fast Growing Trees, LLC
BRIGHTER BLOOMS NURSERY	87851312	27-MAR-2018	5615416	27-NOV-2018	Fast Growing Trees, LLC
BRIGHTERBLOOMS.COM  Brighter Blooms.com [®]	90644181	14-APR-2021	N/A	N/A	Fast Growing Trees, LLC
BULLETPROOF	88144708	05-OCT-2018	6008834	10-MAR-2020	Fast Growing Trees, LLC
CONDO AVOCADO	88144084	05-OCT-2018	5922347	26-NOV-2019	Fast Growing Trees, LLC
ENDLESS AUTUMN MAPLE	88145815	07-OCT-2018	5922353	26-NOV-2019	Fast Growing Trees, LLC
FAST - GROWING – TREES	86954919	28-MAR-2016	5450302	17-APR-2018	Fast Growing Trees, LLC
FASTGROWINGTREES.COM  Fast Growing Trees.com	88670866	28-OCT-2019	6406266	06-JUL-2021	Fast Growing Trees, LLC
NO MORE NEIGHBORS	86945792	18-MAR-2016	5092998	29-NOV-2016	Fast Growing Trees, LLC

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/Applicant
PLANTING TREE  PlantingTree	90437709	31-DEC-2020	N/A	N/A	Fast Growing Trees, LLC
PLANTS TO YOU	88108443	07-SEP-2018	5853592	03-SEP-2019	Fast Growing Trees, LLC
ROOT ROCKET	86945800	18-MAR-2016	5272146	22-AUG-2017	Fast Growing Trees, LLC
RUSSIAN RED POMEGRANATE	88145816	07-OCT-2018	6055230	12-MAY-2020	Fast Growing Trees, LLC