

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679880

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|--|--|--|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Moon Valley Nursery of Arizona Retail, LLC | | 10/08/2021 | Limited Liability Company: ARIZONA |
| RECEIVING PARTY DATA | | | |
| Name: | Ares Capital Corporation, as Collateral Agent | | |
| Street Address: | 245 Park Avenue, 44th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10167 | | |
| Entity Type: | Corporation: MARYLAND | | |
| PROPERTY NUMBERS Total: 23 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90558691 | FROM OUR FARMS TO YOUR YARD, NOBODY DOES | |
| Serial Number: | 90558622 | GLEN FLORA FARMS RED OAK | |
| Serial Number: | 90558566 | GREEN EMERALD BLUEBERRY HEDGE | |
| Serial Number: | 90558552 | PIRU KING PALM | |
| Serial Number: | 90558471 | PIRU QUEEN PALM | |
| Serial Number: | 88733765 | MOON IRON PLUS | |
| Serial Number: | 88940140 | HOLLYWOOD STYLE HEDGES | |
| Serial Number: | 88940113 | HOLLYWOOD HEDGES | |
| Serial Number: | 88499309 | MOON GROW | |
| Registration Number: | 6113646 | MOON VALLEY NURSERIES | |
| Serial Number: | 88733902 | MOONBURST | |
| Serial Number: | 88733784 | MOON MICRO-BOOST | |
| Serial Number: | 88499109 | MOON BLOOM | |
| Registration Number: | 5960542 | MOON JUICE | |
| Registration Number: | 5960268 | MOON ROYALE | |
| Registration Number: | 6012065 | MOON GREEN | |
| Registration Number: | 5960263 | MOON DUST | |
| Registration Number: | 6208451 | SUPER PALM JUICE | |
| Registration Number: | 5901643 | FOR THE BEST TREES ON EARTH GO STRAIGHT | |
| TRADEMARK | | | |

CH \$590.00 90558691

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 6011542 | FROM OUR FARMS TO YOUR YARD! |
| Registration Number: | 6011541 | YOU BUY IT, WE PLANT IT! |
| Registration Number: | 5856410 | MOON VALLEY NURSERIES |
| Registration Number: | 4480472 | DESERT JUICE CACTUS, AGAVE & SUCCULENT X |

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

| | |
|---------------------------|-------------------|
| NAME OF SUBMITTER: | Linda A. Salera |
| SIGNATURE: | /Linda A. Salera/ |
| DATE SIGNED: | 10/08/2021 |

Total Attachments: 8

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This **GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this “*Agreement*”), effective as of October 8, 2021, is made by **MOON VALLEY NURSERY OF ARIZONA RETAIL, LLC**, an Arizona limited liability company (the “*Grantor*”), in favor of **ARES CAPITAL CORPORATION**, a Maryland corporation (“*ARCC*”), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

WITNESSETH:

WHEREAS, pursuant to the Term Loan Credit Agreement, dated as of October 8, 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”), by and among **IRONWOOD FINANCE SUB, LLC**, a Delaware limited liability company (the “*Initial Borrower*”), as initial borrower, **MOON VALLEY NURSERY INTERMEDIATE HOLDINGS LLC**, a Delaware limited liability company (“*Holdings*”), the Grantor, **MOON VALLEY NURSERY FARM HOLDINGS, LLC**, a Delaware limited liability company (“*MVNFH*”), **MOON VALLEY NURSERY RE HOLDINGS LLC**, a Delaware limited liability company (“*MVRE*”; and together with the Grantor and MVNFH, each a “*Borrower*” and, collectively, the “*Borrowers*”), certain Subsidiaries and Affiliates of Holdings signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 8.11 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), ARCC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”), and the Collateral Agent (together with the Administrative Agent, collectively the “*Agents*” and each an “*Agent*”), the Lenders have severally agreed to make Loans (as defined in the Credit Agreement) to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other affiliates of the Grantor have executed and delivered a Security Agreement, dated as of October 8, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademark set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and continue making loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "*Trademark Collateral*"), to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the 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 the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Termination. At such time as the Collateral has been released from the Liens created by the Security Documents pursuant to Section 12.19(b) of the Credit Agreement, the security interest in the Trademark Collateral granted herein shall terminate immediately and automatically without any further action by any person and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile or electronic (including PDF) transmission shall be effective as delivery of a manually executed counterpart hereof and shall be binding on all parties hereto.

SECTION 7. Governing Law. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, (WITHOUT REGARD TO PRINCIPLE OF CONFLICTS OF LAW).

[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.

**MOON VALLEY NURSERY OF ARIZONA
RETAIL, LLC**, an Arizona limited liability
company, as Grantor

By: _____

Name: Eric Gribetz

Title: Vice President

ARES CAPITAL CORPORATION,
a Maryland corporation,
as Collateral Agent


By:  _____
Name: Mitchell Goldstein
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

| Credit Party | Description | Application No. | App. Date | Registration No. | Reg. Date |
|--|--|------------------------|-------------------|-------------------------|------------------|
| Moon Valley Nursery of Arizona Retail, LLC | FROM OUR FARMS TO YOUR YARD, NOBODY DOES IT BETTER | 90558691 | March 3, 2021 | -- | -- |
| Moon Valley Nursery of Arizona Retail, LLC | GLEN FLORA FARMS RED OAK | 90558622 | March 3, 2021 | -- | -- |
| Moon Valley Nursery of Arizona Retail, LLC | GREEN EMERALD BLUEBERRY HEDGE | 90558566 | March 3, 2021 | -- | -- |
| Moon Valley Nursery of Arizona Retail, LLC | PIRU KING PALM | 90558552 | March 3, 2021 | -- | -- |
| Moon Valley Nursery of Arizona Retail, LLC | PIRU QUEEN PALM | 90558471 | March 3, 2021 | -- | -- |
| Moon Valley Nursery of Arizona Retail, LLC | MOON IRON PLUS | 88733765 | December 19, 2019 | -- | -- |
| Moon Valley Nursery of Arizona Retail, LLC | HOLLYWOOD STYLE HEDGES | 88940140 | May 29, 2020 | -- | -- |
| Moon Valley Nursery of Arizona Retail, LLC | HOLLYWOOD HEDGES | 88940113 | May 29, 2020 | -- | -- |
| Moon Valley Nursery of Arizona Retail, LLC | MOON GROW | 88499309 | July 3, 2019 | -- | -- |
| Moon Valley Nursery of Arizona Retail, LLC | MOON VALLEY NURSERIES | 88771700 | January 24, 2020 | 6113646 | July 28, 2020 |

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| Moon Valley Nursery of Arizona Retail, LLC | MOONBURST | 88733902 | December 19, 2019 | -- | -- |
| Moon Valley Nursery of Arizona Retail, LLC | MOON MICRO-BOOST | 88733784 | December 19, 2019 | -- | -- |
| Moon Valley Nursery of Arizona Retail, LLC | MOON BLOOM | 88499109 | July 3, 2019 | -- | -- |
| Moon Valley Nursery of Arizona Retail, LLC | MOON JUICE | 88495500 | July 1, 2019 | 5960542 | January 14, 2020 |
| Moon Valley Nursery of Arizona Retail, LLC | MOON ROYALE | 88493091 | June 28, 2019 | 5960268 | January 14, 2020 |
| Moon Valley Nursery of Arizona Retail, LLC | MOON GREEN | 88493081 | June 28, 2019 | 6012065 | March 17, 2020 |
| Moon Valley Nursery of Arizona Retail, LLC | MOON DUST | 88493054 | June 28, 2019 | 5960263 | January 14, 2020 |
| Moon Valley Nursery of Arizona Retail, LLC | SUPER PALM JUICE | 88387866 | April 16, 2019 | 6208451 | December 1, 2020 |
| Moon Valley Nursery of Arizona Retail, LLC | FOR THE BEST TREES ON EARTH GO STRAIGHT TO THE MOON! | 88368700 | April 3, 2019 | 5901643 | November 5, 2019 |
| Moon Valley Nursery of Arizona Retail, LLC | FROM OUR FARMS TO YOUR YARD! | 88368626 | April 2, 2019 | 6011542 | March 17, 2020 |
| Moon Valley Nursery of Arizona Retail, LLC | YOU BUY IT, WE PLANT IT! | 88368613 | April 2, 2019 | 6011541 | March 17, 2020 |
| Moon Valley Nursery of Arizona Retail, LLC |  | 88307827 | February 19, 2019 | 5856410 | September 10, 2019 |

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| Moon Valley Nursery, Inc. | DESERT JUICE CACTUS, AGAVE & SUCCULENT XERISCAPE FORMULA | 85956550 | June 11, 2013 | 4480472 | February 11, 2014 |
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RECORDED: 10/08/2021

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