

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679894

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:	ACF FINCO I LP, as Collateral Agent		
Street Address:	560 White Plains Road, Suite 400		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
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:	6012065	MOON GREEN	
Registration Number:	5960542	MOON JUICE	
Registration Number:	5960268	MOON ROYALE	
Registration Number:	5960263	MOON DUST	
Registration Number:	6208451	SUPER PALM JUICE	
Registration Number:	5901643	FOR THE BEST TREES ON EARTH GO STRAIGHT	
TRADEMARK			

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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 **ACF FINCO I LP**, a Delaware limited partnership (“*ACF*”), located at 560 White Plains Road, Suite 400, Tarrytown, NY 10591, 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*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Revolving 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*”), ACF, 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

ACF FINCO I LP,
a Delaware limited partnership,
as Collateral Agent


By: 
Name: Oleh Setyapak
Title: Authorized Signer

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

**TRADEMARK
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