

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM716913

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lawn & Garden, LLC		02/01/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	1800 Century Park East, Suite 1100		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6309434	AQUAARMOR	
<b>Registration Number:</b>	4007653	AQUADRIVE	
<b>Registration Number:</b>	4205428	FLEXOGEN	
<b>Registration Number:</b>	6329676	GILMOUR AQUAARMOR	
<b>Registration Number:</b>	1230818	GILMOUR	
<b>Registration Number:</b>	5335520	GREENLAWN	
<b>Registration Number:</b>	598368	NELSON	
<b>Registration Number:</b>	4307768		
<b>Registration Number:</b>	1471230	NELSON	
<b>Registration Number:</b>	0711095	RAIN TRAIN	
<b>Registration Number:</b>	5668993	SURGE	
<b>Registration Number:</b>	1308071	TURBO-HEART	
<b>Serial Number:</b>	88961711	EASYSWIVEL	
<b>Serial Number:</b>	88841644	EVERLAST	
<b>Serial Number:</b>	88816689	GILMOUR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$390.00 6309434

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** kareem.ansley@blankrome.com  
**Correspondent Name:** KAREEM ANSLEY  
**Address Line 1:** BLANK ROME LLP  
**Address Line 2:** 717 TEXAS AVENUE  
**Address Line 4:** HOUSTON, TEXAS 77002

<b>ATTORNEY DOCKET NUMBER:</b>	155656-01035
<b>NAME OF SUBMITTER:</b>	KAREEM ANSLEY
<b>SIGNATURE:</b>	/KAREEM ANSLEY/
<b>DATE SIGNED:</b>	03/25/2022

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of February, 2022, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement dated as of February 1, 2022 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among CLP Lawn & Garden Intermediate Corporation, a Delaware corporation, as parent ("Parent"), Lawn & Garden, LLC, a Delaware limited liability company ("L&G US", together and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the other Loan Parties thereto, the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Agent, and Wells Fargo, as lead arranger, Wells Fargo, as book runner, Wells Fargo, as syndication agent, and Wells Fargo, as documentation agent, the Lender Group has agreed to make loans and provide certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of February 1, 2022 (including all annexes, exhibits or schedules thereto, as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the "Guaranty and Security Agreement"); and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the "Security Interest") in all of such Grantor's right,

title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the 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 Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement 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 Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall

be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement will be as effective as delivery of a manually executed counterpart of the Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**LAWN & GARDEN, LLC**

By: 

Name: Mayank Singh

Title: Vice President

[Signatures Continued from Previous Page]

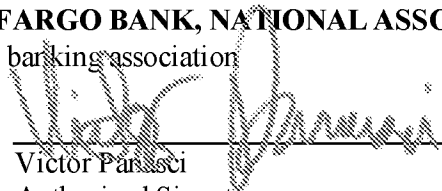
**AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
a national banking association

By:

Name: Victor Parsasi

Title: Authorized Signatory



A handwritten signature in black ink, appearing to read "Victor Parsasi", is written over a horizontal line. The signature is somewhat stylized and overlaps the text "Name: Victor Parsasi" and "Title: Authorized Signatory".

**SCHEDULE I**











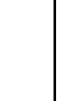
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**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Applicant / Owner</b>	<b>Registration No.</b>	<b>Application Date</b>	<b>Registration Date</b>	<b>Next Renewal</b>
AQUA ARMOR	Australia	Registered/Granted	Lawn & Garden, LLC	2003248	04/15/2019	10/15/2019	04/15/2029
AQUA ARMOR	Canada	Pending	Lawn & Garden, LLC	1956744	04/11/2019		
AQUA ARMOR	European Union	Registered/Granted	Lawn & Garden, LLC	018050085	04/11/2019	09/05/2019	04/11/2029
AQUA ARMOR	New Zealand	Registered/Granted	Lawn & Garden, LLC	1118575	04/15/2019	10/16/2019	10/17/2028
AQUA ARMOR	United Kingdom	Registered/Granted	Lawn & Garden, LLC	UK009018050085	04/11/2019	09/05/2019	04/11/2029
AquaArmor	United States	Registered/Granted	Lawn & Garden, LLC	6309434	10/17/2018	03/30/2021	03/30/2027
AQUADRIVE	United States	Registered/Granted	Lawn & Garden, LLC	4007653	11/16/2010	08/02/2011	08/02/2021
AQUAPORE	Canada	Registered/Granted	Lawn & Garden, LLC	TMA392739	08/14/1990	01/10/1992	01/10/2022
DURASPRAY	European Union	Registered/Granted	Lawn & Garden, LLC	000185215	04/01/1996	07/09/1998	04/01/2026
DURASPRAY	United Kingdom	Registered/Granted	Lawn & Garden, LLC	UK009000185215	04/01/1996	07/09/1998	04/01/2026
EASYSWIVEL	United States	Published	Lawn & Garden, LLC	88961711	06/12/2020		
EVERLAST	United States	Published	Lawn & Garden, LLC	88841644	03/20/2020		
FLEXOGEN	Australia	Registered/Granted	Lawn & Garden, LLC	390182	04/18/1983	04/18/1983	04/18/2024
FLEXOGEN	Canada	Registered/Granted	Lawn & Garden, LLC	TMA233718	06/15/1977	06/15/1979	06/15/2024
FLEXOGEN	China	Registered/Granted	Lawn & Garden, LLC	6958253	09/17/2008	05/28/2010	05/27/2030
FLEXOGEN	United States	Registered/Granted	Lawn & Garden, LLC	4205428	02/02/2012	09/11/2012	09/11/2022
GILMOUR	China	Registered/Granted	Lawn & Garden, LLC	6958258	09/17/2008	08/07/2011	08/06/2021
GILMOUR	China	Registered/Granted	Lawn & Garden, LLC	6958256	09/17/2008	10/28/2010	10/27/2030
GILMOUR	China	Registered/Granted	Lawn & Garden, LLC	6958257	09/17/2008	05/21/2010	05/20/2030
GILMOUR	China	Registered/Granted	Lawn & Garden, LLC	6846434	07/18/2008	04/14/2010	04/13/2030
GILMOUR AquaArmor	United States	Registered/Granted	Lawn & Garden, LLC	6329676	03/02/2020	04/20/2021	04/20/2026
	United States	Registered/Granted	Lawn & Garden, LLC	1230818	05/27/1980	03/15/1983	03/15/2023
GILMOUR	United States	Published	Lawn & Garden, LLC	88816689	09/05/2019		
GREENLAWN	Canada	Registered/Granted	Lawn & Garden, LLC	TMA1023717	06/27/2017	06/06/2019	06/06/2034
GREENLAWN	United States	Registered/Granted	Lawn & Garden, LLC	5335520	06/01/2017	11/14/2017	11/14/2027
	Canada	Registered/Granted	Lawn & Garden, LLC	TMA904266	05/14/2012	05/22/2015	05/22/2030
NELSON	Chile	Registered/Granted	Lawn & Garden, LLC	956462	07/18/2001	01/23/2002	01/23/2022
NELSON	European Union	Registered/Granted	Lawn & Garden, LLC	000154344	04/01/1996	05/21/1999	04/01/2026
NELSON	United Kingdom	Registered/Granted	Lawn & Garden, LLC	UK00900154344	04/01/1996	05/21/1999	04/01/2026
NELSON	United States	Registered/Granted	Lawn & Garden, LLC	598368	09/02/1953	11/23/1954	11/23/2024



	Canada	Registered/Granted	Lawn & Garden, LLC	TMA512105	09/17/1996	05/20/1999	05/20/2029
	European Union	Registered/Granted	Lawn & Garden, LLC	000154328	04/01/1996	10/19/1999	04/01/2026
	United Kingdom	Registered/Granted	Lawn & Garden, LLC	UK009000154328	04/01/1996	10/19/1999	04/01/2026
	United States	Registered/Granted	Lawn & Garden, LLC	4307768	02/15/2012	03/26/2013	03/26/2023
	China	Pending	Lawn & Garden, LLC	50146967	09/28/2020		
	China	Registered/Granted	Lawn & Garden, LLC	1570060	02/02/2000	05/14/2001	05/13/2021
	China	Registered/Granted	Lawn & Garden, LLC	1576982	02/02/2000	05/28/2001	05/27/2021
	China	Registered/Granted	Lawn & Garden, LLC	5299267	04/19/2006	07/07/2009	07/06/2029
	European Union	Registered/Granted	Lawn & Garden, LLC	000154294	04/01/1996	08/01/2000	04/01/2026
	Switzerland	Registered/Granted	Lawn & Garden, LLC	391373	07/02/1991	04/02/1992	07/02/2021
	Taiwan	Registered/Granted	Lawn & Garden, LLC	938989	01/26/2000	08/16/2001	08/15/2021
	Taiwan	Registered/Granted	Lawn & Garden, LLC	951025	01/26/2000	07/16/2001	07/15/2021
	Taiwan	Registered/Granted	Lawn & Garden, LLC	1001672	01/17/2001	05/16/2002	05/15/2022
	Taiwan	Registered/Granted	Lawn & Garden, LLC	999343	01/17/2001	06/16/2002	06/15/2022
	Taiwan	Registered/Granted	Lawn & Garden, LLC	984723	01/31/2001	03/16/2002	02/15/2022
	Taiwan	Registered/Granted	Lawn & Garden, LLC	954935	01/26/2000	04/16/2001	04/15/2021

<b>NELSON</b>	United Kingdom	Registered/Granted	Lawn & Garden, LLC	UK009000154294	04/01/1996	08/01/2000	04/01/2026
<b>NELSON</b>	United States	Registered/Granted	Lawn & Garden, LLC	1471230	05/01/1986	01/05/1988	01/05/2028
<b>NELSON</b>	Australia	Registered/Granted	Lawn & Garden, LLC	512726	06/14/1989	06/14/1989	06/14/2026
<b>NELSON</b>	Australia	Registered/Granted	Lawn & Garden, LLC	512725	06/14/1989	06/14/1989	06/14/2026
<b>NELSON</b>	Australia	Registered/Granted	Lawn & Garden, LLC	512727	06/14/1989	06/14/1989	06/14/2026
<b>NELSON</b>	Australia	Registered/Granted	Lawn & Garden, LLC	512724	06/14/1989	06/14/1989	06/14/2026
<b>NELSON</b>	Australia	Registered/Granted	Lawn & Garden, LLC	512723	06/14/1989	06/14/1989	06/14/2026
RAIN TRAIN	Canada	Registered/Granted	Lawn & Garden, LLC	TMA471250	04/23/1996	02/19/1997	02/19/2027
RAIN TRAIN	European Union	Registered/Granted	Lawn & Garden, LLC	000184812	04/01/1996	07/03/1998	04/01/2026
RAIN TRAIN	Malaysia	Registered/Granted	Lawn & Garden, LLC	96009463	08/15/1996	02/20/2006	08/15/2023
RAIN TRAIN	United Kingdom	Registered/Granted	Lawn & Garden, LLC	UK009000184812	04/01/1996	07/03/1998	04/01/2026
RAIN TRAIN	United States	Registered/Granted	Lawn & Garden, LLC	0711095	06/09/1960	02/14/1961	02/14/2021
RAINMATIC	Canada	Registered/Granted	Lawn & Garden, LLC	TMA471167	02/05/1996	02/18/1997	02/18/2027
SPRAY DOC	Canada	Registered/Granted	Lawn & Garden, LLC	TMA234598	01/18/1978	07/27/1979	07/27/2024
	Canada	Registered/Granted	Lawn & Garden, LLC	TMA234599	01/18/1978	07/27/1979	07/27/2024
	Canada	Registered/Granted					
SURGE	Australia	Registered/Granted	Lawn & Garden, LLC	1966869	11/05/2018	05/04/2018	11/05/2028
SURGE	Canada	Registered/Granted	Lawn & Garden, LLC	TMA1089567	05/04/2018	12/11/2020	12/11/2030
SURGE	European Union	Registered/Granted	Lawn & Garden, LLC	017895512	05/04/2018	09/01/2018	05/04/2028
SURGE	United Kingdom	Registered/Granted	Lawn & Garden, LLC	UK009017895512	05/04/2018	09/01/2018	05/04/2028
SURGE	United States	Registered/Granted	Lawn & Garden, LLC	5668993	05/07/2018	02/05/2019	02/05/2029
TURBO-HEART	United States	Registered/Granted	Lawn & Garden, LLC	1308071	12/20/1983	12/04/1984	12/04/2024

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

1. United States Trademark Registration Number 4,007,653 is currently in the grace period for filing a declaration of use and renewal. Sellers are unclear if it was using the mark prior the end of the renewal period.
2. United States Trademark Registration Number 4,007,653
3. Canadian Trademark Registration Number TMAA392739
4. European Union Trademark Registration Number 000815215
5. United Kingdom Trademark Registration Number UK009000185215
6. United States Trademark Registration Number 6329676
7. United States Trademark Registration Number 1,230,818
8. Canadian Trademark Registration Number TMAA1023717
9. United States Trademark Registration Number 5,335,520
10. Canadian Trademark Registration Number TMAA904266
11. Canadian Trademark Registration Number TMAA4711167
12. Canadian Trademark Registration Number TMAA234598
13. Canadian Trademark Registration Number TMAA234599

14. Australian Trademark Registration Number 19668869
15. Canadian Trademark Registration Number TMA1089567
16. European Union Trademark Registration Number 017895512
17. United Kingdom Trademark Registration Number UK009017895512
18. United States Trademark Registration Number 5,668,993
19. United States Trademark Registration Number 1,308,071

**Trademark Licenses**

None.