

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729300

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the property number listed as 4305336 previously recorded on Reel 006831 Frame 0440. Assignor(s) hereby confirms the Intellectual Property Security Agreement.		
RESUBMIT DOCUMENT ID:	900683786		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GARDENS ALIVE, INC.		12/06/2019	Corporation:
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
Internal Address:	Attention: Commercial Banking		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4305366	SPILSBURY	
CORRESPONDENCE DATA			
Fax Number:	2165665800		
<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:	2165665776		
Email:	mae.smith@thompsonhine.com		
Correspondent Name:	David D. Thomas, Esq.		
Address Line 1:	3900 Key Center, 127 Public Square		
Address Line 2:	Thompson Hine LLP		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	059130.00002		
NAME OF SUBMITTER:	David D. Thomas		
SIGNATURE:	/David D. Thomas/		
DATE SIGNED:	05/20/2022		
Total Attachments: 33			

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM716822

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT 0440
NATURE OF CONVEYANCE:	Corrective Assignment to correct the property number listed as 4305336 previously recorded on Reel 006831 Frame 0440 . Assignor(s) hereby confirms the Intellectual Property Security Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GARDENS ALIVE, INC.		12/06/2019	Corporation:

RECEIVING PARTY DATA

Name:	KEYBANK NATIONAL ASSOCIATION
Street Address:	127 Public Square
Internal Address:	Attention: Commercial Banking
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4305366	SPILSBURY

CORRESPONDENCE DATA

Fax Number: 2165665800
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: 2165665776
Email: mae.smith@thompsonhine.com
Correspondent Name: David D. Thomas, Esq.
Address Line 1: 3900 Key Center, 127 Public Square
Address Line 2: Thompson Hine LLP
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	David D. Thomas
SIGNATURE:	/David D. Thomas/
DATE SIGNED:	03/25/2022

Total Attachments: 32

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OP \$40.00 4305366

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556070

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GARDENS ALIVE, INC.		12/06/2019	Corporation:
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 67			
Property Type	Number	Word Mark	
Registration Number:	1206804	AUDUBON WORKSHOP	
Registration Number:	2531884	BIRD GRUB	
Registration Number:	5235158	BRECK'S	
Registration Number:	5235159	BRECK'S WHOLESALE	
Serial Number:	88632163	BRECK'S GIFTS	
Registration Number:	1971149	BULBS ALIVE!	
Registration Number:	2290102	ESCAR-GO!	
Registration Number:	0867325	FLOWER OF THE MONTH	
Registration Number:	5913870	GARDEN ANSWERS	
Registration Number:	4056161	GARDENS ALIVE!	
Registration Number:	5342979	GROW TUB	
Registration Number:	4537018	GURNEY'S	
Registration Number:	4438749	GURNEY'S SEED & NURSERY CO.	
Registration Number:	1669965	HOUSEPLANTS ALIVE!	
Registration Number:	5855327	K. VAN BOURGONDIEN	
Registration Number:	5855328	K. VAN BOURGONDIEN	
Registration Number:	3792374	KA-BLUEY	
Registration Number:	4525919	HENRY FIELD'S	
Registration Number:	1407214	GURNEY'S	

OP \$1690.00 1206804

Property Type	Number	Word Mark
Registration Number:	5380694	GRUB-AWAY
Registration Number:	5116297	GROW TUBS
Registration Number:	1972632	COMPOST ALIVE!
Registration Number:	1735889	FALL LAWNS ALIVE!
Registration Number:	1976225	FRUIT TREES ALIVE!
Registration Number:	2474693	GARDENS ALIVE!
Registration Number:	3744409	GOTTA HAVE IT
Registration Number:	3277732	LILY TREE
Registration Number:	2353118	MICHIGAN BULB CO.
Registration Number:	2346404	MICHIGAN BULB COMPANY
Registration Number:	2729570	MYSEASONS
Registration Number:	1757101	NEW HOLLAND BULB COMPANY
Registration Number:	5187394	ONCE
Registration Number:	5869193	PATIO ORCHARD
Registration Number:	2531883	PYOLA
Registration Number:	5458277	RAZZMATAZZ
Registration Number:	5525978	REACHABLES
Registration Number:	3768042	SLEEPING BEAUTIES
Registration Number:	2253445	SOAP-SHIELD
Registration Number:	4567324	SPRING HILL NURSERIES
Registration Number:	1739303	SPRING LAWNS ALIVE!
Registration Number:	5414917	SWEET HIPS
Registration Number:	1156763	THE WILD BIRD SPECIALISTS
Registration Number:	1680890	TOMATOES ALIVE!
Registration Number:	1672719	TURF ALIVE!
Registration Number:	1885160	VAN BOURGONDIEN
Registration Number:	1673129	VEGETABLES ALIVE!
Registration Number:	1837250	WONDERX
Registration Number:	5122304	WOW!
Registration Number:	2073973	WOW!
Serial Number:	87749639	WOW!
Registration Number:	4356812	BITS AND PIECES
Registration Number:	3269589	BITS AND PIECES
Registration Number:	5245591	BUDDY & FRIENDS
Registration Number:	5152667	CLEO & FRIENDS
Registration Number:	3949578	FOLD-AND-GO WOODEN JIGSAW TABLE
Registration Number:	5245593	MURPHY & HIS TROOP
Registration Number:	5580782	PUZZLE PLATEAU

Property Type	Number	Word Mark
Registration Number:	4305336	NEWSMAX
Registration Number:	5245594	TARALYNN'S TEA TIME
Registration Number:	5582544	TULIP WIND SPINNER
Registration Number:	4305365	WE DELIVER FUN!
Registration Number:	5245595	WILLY & FRIENDS
Registration Number:	5245598	WOODY & FRIENDS
Registration Number:	5245599	WYNTER & HIS PACK
Registration Number:	4758221	THE PARAGON
Registration Number:	4758222	THE PARAGON ME
Registration Number:	0934186	HENRY FIELD'S

CORRESPONDENCE DATA

Fax Number: 2165665800

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: 2165665791

Email: jennifer.hardy@thompsonhine.com

Correspondent Name: David D. Thomas, Esq.

Address Line 1: 127 Public Square

Address Line 2: 3900 Key Center

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER: David D. Thomas

SIGNATURE: /s/ David D. Thomas

DATE SIGNED: 01/06/2020

Total Attachments: 21

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of the 6th day of December, 2019 by GARDENS ALIVE, INC., a Delaware corporation ("Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association ("Lender").

1. Recitals.

Pledgor and Early Morning LLC, a Delaware limited liability company ("Early Morning" and, together with Pledgor, collectively, "Borrowers" and, individually, each a "Borrower"), are entering into that certain Credit and Security Agreement, dated as of December 6, 2019, with Lender (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement").

Pledgor understands that Lender is willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that Pledgor grant to Lender a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of Lender entering into the Credit Agreement and each financial accommodation granted to Borrowers by Lender, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A attached hereto.

"Collateral" means, collectively, all of Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general

intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

“Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by one or more Borrowers to Lender (or an affiliate of Lender) pursuant to the Credit Agreement and the other Loan Documents, and includes the principal of and interest on all Loans, and all obligations of any other Credit Party pursuant to Letters of Credit; (b) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (c) any fees, and any prepayment fees, payable pursuant to the Credit Agreement or any other Loan Document; (d) all obligations and liabilities of any Company now existing or hereafter incurred under, arising out of, or in connection with any Hedge Agreement with Lender (or an affiliate of Lender); (e) every other liability, now or hereafter owing to Lender (or any affiliate of Lender) by any Company, and includes, without limitation, every liability, whether owing by only one Borrower or by a Borrower with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by quasi-contract, tort, statute or other operation of law, whether incurred directly to Lender (or such affiliate) or acquired by Lender (or such affiliate) by purchase, pledge or otherwise and whether participated to or from Lender (or such affiliate) in whole or in part; and (f) all Related Expenses; provided that Obligations of a Credit Party shall not include Excluded Swap Obligations owing from such Credit Party.

“USCO” means the United States Copyright Office in Washington D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Pledgor hereby agrees that Lender shall at all times have, and hereby grants to Lender, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

4. Representations and Warranties. Pledgor hereby represents and warrants to Lender as follows:

4.1. Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. The Collateral is valid and enforceable.

4.3. Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons.

4.5. Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or, other than in the ordinary course of business, grant any license or sublicense with respect to, any of the Collateral without Lender's prior written consent, not to be unreasonably conditioned, withheld or delayed. Absent such prior written consent, any attempted sale or license is null and void. Absent an Event of Default, Pledgor shall be entitled to collect and retain rents, license fees and other charges and revenue generated from the use, license or sublicense of the Collateral (the "License Fees") as they become due and payable. Upon the occurrence of an Event of Default and during the continuation thereof, Lender may thereafter, without the need to take possession of the Collateral, collect the License Fees.

6. Right to Inspect. Pledgor hereby grants to Lender and its employees and agents the right, during regular business hours, to visit any location of Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Pledgor's expense.

7. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

8. Events of Default and Remedies.

8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

8.2. Lender shall at all times have the rights and remedies of a secured party under the U.C.C. as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

8.3. Pledgor expressly acknowledges that Lender shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, Pledgor shall execute and deliver to Lender the Assignment, which Assignment shall have no force and effect and shall be held by Lender in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Lender in the form reflected on the face of the Assignment and Lender may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

8.4. If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Lender to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Pledgor or any other Person or property, all of which Pledgor hereby waives, and upon such terms and in such manner as Lender may deem advisable, Lender, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, at any time, or from time to time. No prior notice need be given to Pledgor or to any other Person in the case of any sale of Collateral that Lender determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Lender shall give Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Lender may apply the net proceeds of each such sale to or toward the payment of the Obligations, whether or not then due, in such order and by such division as Lender in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Obligations shall remain liable for any deficiency. In addition, Lender shall at all times have the right to obtain new appraisals of Pledgor or the Collateral, the cost of which shall be paid by Pledgor.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Lender in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in

defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Lender, and, until so paid, shall be added to the principal amount of the Obligations.

10. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Lender in writing, Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Lender, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

11. Lender's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Lender shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including attorneys' fees incurred by Lender in connection with the provisions of this Section 11, in the event Lender elects to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Lender to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Lender's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement Lender may, but is not obligated to, do so in the name of Pledgor or in the name of Lender, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Lender, enter into such additional documents or instruments as may be required by Lender in order to effectuate, evidence or perfect Lender's interest in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Obligations shall have been irrevocably paid in full and the Commitment terminated, Pledgor shall obtain rights to any new Collateral, the provisions

of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Lender prompt written notice thereof.

16. Modifications for New Collateral. Pledgor hereby authorizes Lender to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Lender's request, Pledgor shall execute any documents or instruments required by Lender in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

17. No Waiver or Course of Dealing. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that Lender may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by Lender either independently or concurrently with other rights, powers and privileges and as often and in such order as Lender may deem expedient. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Lender. No waiver or consent granted by Lender in respect of this Agreement shall be binding upon Lender unless specifically granted in writing, which writing shall be strictly construed.

21. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature page of this Agreement, and, if to Lender, mailed or delivered to it, addressed to the address of Lender specified on the signature page of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic transmission, in each case with

telephonic confirmation of receipt, except that notices pursuant to any of the provisions hereof shall not be effective until received .

22. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Lender. This Agreement shall bind the successors and permitted assigns of Pledgor and shall benefit the successors and assigns of Lender. Any attempted assignment or transfer without the prior written consent of Lender shall be null and void.

23. Termination. At such time as the Obligations shall have been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Lender, Pledgor shall have the right to terminate this Agreement. Upon written request of Pledgor, Lender shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Lender's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Lender pursuant hereto.

24. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

25. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

26. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor and Lender hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflicts of laws that would result in the application of the law of any other state. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of Ohio shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

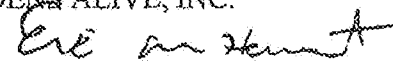
[Remainder of page intentionally left blank.]

JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG BORROWERS AND LENDER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

Address: 230 Mary Avenue
Greendale, IN 47025-1947
Attention: Eric Hamant

GARDENS ALIVE, INC.

By: 
Eric Hamant
President and Chief Executive Officer

Signature Page to
Intellectual Property Security Agreement

TRADEMARK
REEL: 007717 FRAME: 0395

SCHEDULE 1

PATENTS

None.

TRADEMARKS

FILING BASIS COUNTRY	MARK	SERIAL/REG NO.	DATE FILED	REG. DATE
USPTO	AUDUBON WORKSHOP	1206804	4/11/79	8/31/82
USPTO	BIRD GRUB	2531884	12/21/00	1/22/02
USPTO	BRECK'S	5235158	6/3/16	7/4/17
USPTO	BRECK'S WHOLESALE	5235159	6/3/16	7/4/17
USPTO	BRECK'S GIFTS	88632163	9/26/19	
USPTO	BULBS ALIVE!	1971149	3/14/95	4/30/96
Canada	CAVALIER BULB COMPANY design plus words	TMA438446	9/2/93	1/27/95
USPTO	COMPOST ALIVE!	1972632	3/14/95	5/7/96
USPTO	ESCAR-GO!	2290102	8/5/98	11/2/99

USPTO	FALL LAWNS ALIVE!	1735889	4/23/90	12/1/92
USPTO	FLOWER OF THE MONTH	0867325	8/7/67	4/1/69
USPTO	FRUIT TREES ALIVE!	1976225	3/14/95	5/28/96
USPTO	GARDEN ANSWERS	5913870	5/2/19	11/19/19
Canada	Gardens Alive (design mark)	A672595	7/19/05	9/13/06
Canada	GARDENS ALIVE!	A672443	7/19/05	6/9/06
USPTO	GARDENS ALIVE!	4056161	4/8/11	11/15/11
USPTO	GARDENS ALIVE! (w/lady bug design)	2474693	7/17/96	8/7/2001
USPTO	GOTTA HAVE IT	3744409	6/25/09	2/2/10
USPTO	GROW TUB (Supplemental Registration)	5342979	3/9/17	11/21/17

USPTO	GROW TUBS (Supplemental Registration)	5116297	6/30/16	1/3/17
USPTO	GRUB-AWAY	5380694	7/31/17	1/16/18
USPTO	GURNEY'S	4537018	9/26/13	5/27/14
USPTO	GURNEY'S and flower design	1407214	11/28/84	9/2/86
USPTO	GURNEY'S SEEDS & NURSERY CO.	4438749	11/6/12	11/26/13
Canada	HANS BRINKER	TMA409548	1/9/92	3/12/93
USPTO	HENRY FIELD'S	4525919	11/13/13	5/6/14
USPTO	HOUSEPLANTS ALIVE!	1669965	4/23/90	12/31/91
USPTO	K. VAN BOURGONDIE	5855327	10/31/18	9/10/19
USPTO	K. VAN BOURGONDIE	5855328	10/31/18	9/10/19
USPTO	KA-BLUEY	3792374	6/25/09	5/25/10

USPTO	LILY TREE	3277732	1/9/06	8/7/07
USPTO	Michigan Bulb Co. (words and design)	2353118	4/1/98	5/30/00
USPTO	MICHIGAN BULB COMPANY	2346404	2/16/98	5/2/00
USPTO	MYSEASONS	2729570	12/20/99	6/24/03
USPTO	NEW HOLLAND BULB COMPANY (words plus design mark)	1757101	11/13/91	3/9/93
USPTO	ONCE	5187394	9/22/15	4/18/17
USPTO	PARFUM DE BLOOM (Intent to use basis)	88611115	9/10/19	
USPTO	PATIO ORCHARD	5869193	3/27/18	9/24/19
USPTO	PYOLA	2531883	12/21/00	1/22/02
USPTO	RAZZMATAZZ	5458277	9/14/17	5/1/18
USPTO	REACHABLES	5525978	5/31/17	7/24/18
USPTO	SLEEPING BEAUTIES design plus words (color)	3768042	11/30/07	3/30/10

Canada	SLEEPING BEAUTIES design plus words (color)	TMA800133	2/19/08	6/16/11
USPTO	SOAP-SHIELD	2253445	4/13/98	6/15/99
USPTO	SPRING HILL NURSERIES	4567324	11/13/13	7/15/14
USPTO	SPRING LAWNS ALIVE!	1739303	4/23/90	12/15/92
USPTO	SWEET HIPS (Supplemental Registration)	5414917	8/23/17	2/27/18
Canada	THE MAGIC EGG	TMA729385	3/8/06	11/25/08
USPTO	THE WILD BIRD SPECIALISTS	1156763	4/11/79	6/2/1981
USPTO	TOMATOES ALIVE!	1680890	4/23/90	3/31/92
USPTO	TURF ALIVE!	1672719	4/23/90	1/21/92
Canada	VAN BOURGONDIEEN	TMA437713	8/6/93	12/30/94

USPTO	VAN BOURGONDIEEN	1885160	6/30/93	3/21/95
Canada	VAN DYCK'S FLOWER FARMS, INC.	TMA434512	8/6/93	10/14/94
USPTO	VEGETABLES ALIVE!	1673129	4/23/90	1/28/92
USPTO	WONDERX	1837250	3/1/93	5/17/94
USPTO	WOW!	5122304	5/4/16	1/17/17
USPTO	WOW!	3055528	11/26/03	5/16/03
USPTO	WOW!	3055528	11/26/03	1/31/06
USPTO	WOW!	2073973	12/5/96	6/24/97
USPTO	WOW!	87749639	1/10/18	
Canada	BITS AND PIECES	A654713	12/30/04	12/8/05
Canada	BITS AND PIECES	A681602	6/28/05	2/13/07

Canada	BITS AND PIECES	A688462	6/23/06	5/29/07
Canada	BITS AND PIECES	A698918	6/28/05	10/18/07
USPTO	BITS AND PIECES	4356812	7/10/12	6/25/13
Canada	BITS AND PIECES	A751801	6/28/05	10/30/09
USPTO	BITS AND PIECES	3269589	6/2/05	7/24/07
USPTO	BUDDY & FRIENDS	5245591	12/20/16	7/18/17
USPTO	CLEO & FRIENDS	5152667	3/10/16	2/28/17
USPTO	FOLD-AND-GO WOODEN JIGSAW TABLE (Supplemental Registration)	3949578	10/5/10	4/19/11
USPTO	MURPHY & HIS TROOP	5245593	12/20/16	7/18/17
USPTO	PUZZLE PLATEAU	5580782	3/20/18	10/9/18

USPTO	SPILSBURY	4305366	9/25/12	3/19/13
USPTO	TARALYNN'S TEA TIME	5245594	12/20/16	7/18/17
USPTO	TULIP WIND SPINNER (Supplemental Registration)	5582544	2/14/18	10/9/18
USPTO	WE DELIVER FUN!	4305365	9/25/12	3/19/13
USPTO	WILLY & FRIENDS	5245595	12/20/16	7/18/17
USPTO	WOODY & FRIENDS	5245598	12/20/16	7/18/17
USPTO	WYNTER & HIS PACK	5245599	12/20/16	7/18/17
Canada	THE ADDED TOUCH	A327499	2/10/86	5/15/87
Canada	THE ADDED TOUCH STYLE	1,635,948	7/19/13	7/15/15
USPTO	THE PARAGON	4758221	4/11/13	6/23/15
Canada	The Paragon (and Design)	A548514	1/13/98	7/23/01

USPTO	THE PARAGON ME	4758222	4/11/13	6/23/15
USPTO	HENRY FIELD'S	0934186	3/8/71	5/16/72

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None.

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY LENDER, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF DECEMBER 6, 2019, EXECUTED BY GARDENS ALIVE, INC., A DELAWARE CORPORATION ("PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF LENDER CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS, GARDENS ALIVE, INC., a Delaware corporation ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of December 6, 2019 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KeyBank National Association, a national banking association (together with its successors and assigns, "Lender"), pursuant to which Pledgor has granted to Lender, a security interest in the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Lender's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Lender, and its successors, transferees and assigns, all of Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Lender has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on December _____, 2019.

GARDENS ALIVE, INC.

By: _____

Name: _____

Title: _____



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JANUARY 15, 2020

PTAS

DAVID D. THOMAS, ESQ.
127 PUBLIC SQUARE
3900 KEY CENTER
CLEVELAND, OH 44114

900529735

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 01/06/2020

REEL/FRAME: 6831/0440
NUMBER OF PAGES: 25

BRIEF: INTELLECTUAL PROPERTY SECURITY AGREEMENT

ASSIGNOR:
GARDENS ALIVE, INC.

DOC DATE: 12/06/2019
CITIZENSHIP: NONE
ENTITY: CORPORATION

ASSIGNEE:
KEYBANK NATIONAL ASSOCIATION

CITIZENSHIP: UNITED STATES
ENTITY: A NATIONAL BANKING
ASSOCIATION

127 PUBLIC SQUARE
CLEVELAND, OHIO 44114

SERIAL NUMBER: 72277653
REGISTRATION NUMBER: 867325
MARK: FLOWER OF THE MONTH
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 08/07/1967
REGISTRATION DATE: 04/01/1969

SERIAL NUMBER: 72385736
REGISTRATION NUMBER: 934186
MARK: HENRY FIELD'S
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 03/08/1971
REGISTRATION DATE: 05/16/1972

SERIAL NUMBER: 73211144	FILING DATE: 04/11/1979
REGISTRATION NUMBER: 1156763	REGISTRATION DATE: 06/02/1981
MARK: THE WILD BIRD SPECIALISTS	
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)	
SERIAL NUMBER: 73211159	FILING DATE: 04/11/1979
REGISTRATION NUMBER: 1206804	REGISTRATION DATE: 08/31/1982
MARK: AUDUBON WORKSHOP	
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)	
SERIAL NUMBER: 73510897	FILING DATE: 11/28/1984
REGISTRATION NUMBER: 1407214	REGISTRATION DATE: 09/02/1986
MARK: GURNEY'S	
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S) /NUMBER(S)	
SERIAL NUMBER: 74052101	FILING DATE: 04/23/1990
REGISTRATION NUMBER: 1673129	REGISTRATION DATE: 01/28/1992
MARK: VEGETABLES ALIVE!	
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)	
SERIAL NUMBER: 74052102	FILING DATE: 04/23/1990
REGISTRATION NUMBER: 1672719	REGISTRATION DATE: 01/21/1992
MARK: TURF ALIVE!	
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)	
SERIAL NUMBER: 74052104	FILING DATE: 04/23/1990
REGISTRATION NUMBER: 1680890	REGISTRATION DATE: 03/31/1992
MARK: TOMATOES ALIVE!	
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)	
SERIAL NUMBER: 74052105	FILING DATE: 04/23/1990
REGISTRATION NUMBER: 1739303	REGISTRATION DATE: 12/15/1992
MARK: SPRING LAWNS ALIVE!	
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)	
SERIAL NUMBER: 74052106	FILING DATE: 04/23/1990
REGISTRATION NUMBER: 1735889	REGISTRATION DATE: 12/01/1992
MARK: FALL LAWNS ALIVE!	
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)	
SERIAL NUMBER: 74052107	FILING DATE: 04/23/1990
REGISTRATION NUMBER: 1669965	REGISTRATION DATE: 12/31/1991
MARK: HOUSEPLANTS ALIVE!	
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)	
SERIAL NUMBER: 74221963	FILING DATE: 11/13/1991
REGISTRATION NUMBER: 1757101	REGISTRATION DATE: 03/09/1993
MARK: NEW HOLLAND BULB COMPANY	
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S) /NUMBER(S)	
SERIAL NUMBER: 74364181	FILING DATE: 03/01/1993
REGISTRATION NUMBER: 1837250	REGISTRATION DATE: 05/17/1994
MARK: WONDERX	
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)	

SERIAL NUMBER: 74407380	FILING DATE: 06/30/1993
REGISTRATION NUMBER: 1885160	REGISTRATION DATE: 03/21/1995
MARK: VAN BOURGONDIEN	
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)	
SERIAL NUMBER: 74646627	FILING DATE: 03/14/1995
REGISTRATION NUMBER: 1972632	REGISTRATION DATE: 05/07/1996
MARK: COMPOST ALIVE!	
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)	
SERIAL NUMBER: 74646628	FILING DATE: 03/14/1995
REGISTRATION NUMBER: 1971149	REGISTRATION DATE: 04/30/1996
MARK: BULBS ALIVE!	
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)	
SERIAL NUMBER: 74646629	FILING DATE: 03/14/1995
REGISTRATION NUMBER: 1976225	REGISTRATION DATE: 05/28/1996
MARK: FRUIT TREES ALIVE!	
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)	
SERIAL NUMBER: 75135673	FILING DATE: 07/17/1996
REGISTRATION NUMBER: 2474693	REGISTRATION DATE: 08/07/2001
MARK: GARDENS ALIVE!	
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S) /NUMBER(S)	
SERIAL NUMBER: 75145237	FILING DATE: 08/05/1996
REGISTRATION NUMBER: 2073973	REGISTRATION DATE: 06/24/1997
MARK: WOW!	
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)	
SERIAL NUMBER: 75434385	FILING DATE: 02/16/1998
REGISTRATION NUMBER: 2346404	REGISTRATION DATE: 05/02/2000
MARK: MICHIGAN BULB COMPANY	
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)	
SERIAL NUMBER: 75460228	FILING DATE: 04/01/1998
REGISTRATION NUMBER: 2353118	REGISTRATION DATE: 05/30/2000
MARK: MICHIGAN BULB CO.	
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S) /NUMBER(S)	
SERIAL NUMBER: 75467088	FILING DATE: 04/13/1998
REGISTRATION NUMBER: 2253445	REGISTRATION DATE: 06/15/1999
MARK: SOAP-SHIELD	
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)	
SERIAL NUMBER: 75531576	FILING DATE: 08/05/1998
REGISTRATION NUMBER: 2290102	REGISTRATION DATE: 11/02/1999
MARK: ESCAR-GO!	
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)	
SERIAL NUMBER: 75875789	FILING DATE: 12/20/1999
REGISTRATION NUMBER: 2729570	REGISTRATION DATE: 06/24/2003
MARK: MYSEASONS	
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)	

SERIAL NUMBER: 76184586 FILING DATE: 12/21/2000
REGISTRATION NUMBER: 2531883 REGISTRATION DATE: 01/22/2002
MARK: PYOLA
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 76184637 FILING DATE: 12/21/2000
REGISTRATION NUMBER: 2531884 REGISTRATION DATE: 01/22/2002
MARK: BIRD GRUB
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 77341021 FILING DATE: 11/30/2007
REGISTRATION NUMBER: 3768042 REGISTRATION DATE: 03/30/2010
MARK: SLEEPING BEAUTIES
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S) / LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 77768368 FILING DATE: 06/25/2009
REGISTRATION NUMBER: 3792374 REGISTRATION DATE: 05/25/2010
MARK: KA-BLUEY
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77768380 FILING DATE: 06/25/2009
REGISTRATION NUMBER: 3744409 REGISTRATION DATE: 02/02/2010
MARK: GOTTA HAVE IT
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 78642223 FILING DATE: 06/02/2005
REGISTRATION NUMBER: 3269589 REGISTRATION DATE: 07/24/2007
MARK: BITS AND PIECES
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 78787279 FILING DATE: 01/09/2006
REGISTRATION NUMBER: 3277732 REGISTRATION DATE: 08/07/2007
MARK: LILY TREE
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85144992 FILING DATE: 10/05/2010
REGISTRATION NUMBER: 3949578 REGISTRATION DATE: 04/19/2011
MARK: FOLD-AND-GO WOODEN JIGSAW TABLE
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85289952 FILING DATE: 04/08/2011
REGISTRATION NUMBER: 4056161 REGISTRATION DATE: 11/15/2011
MARK: GARDENS ALIVE!
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85672774 FILING DATE: 07/10/2012
REGISTRATION NUMBER: 4356812 REGISTRATION DATE: 06/25/2013
MARK: BITS AND PIECES
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85710719 FILING DATE: 08/23/2012
REGISTRATION NUMBER: ~~4305336~~ 4305366 REGISTRATION DATE: 03/19/2013
MARK: NEWSMAX SPILSBURY
DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN
STYLIZED FORM

SERIAL NUMBER: 85737522
REGISTRATION NUMBER: 4305365
MARK: WE DELIVER FUN!
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 09/25/2012
REGISTRATION DATE: 03/19/2013

SERIAL NUMBER: 85772190
REGISTRATION NUMBER: 4438749
MARK: GURNEY'S SEED & NURSERY CO.
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 11/06/2012
REGISTRATION DATE: 11/26/2013

SERIAL NUMBER: 85901170
REGISTRATION NUMBER: 4758221
MARK: THE PARAGON
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 04/11/2013
REGISTRATION DATE: 06/23/2015

SERIAL NUMBER: 85901182
REGISTRATION NUMBER: 4758222
MARK: THE PARAGON ME
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 04/11/2013
REGISTRATION DATE: 06/23/2015

SERIAL NUMBER: 86075386
REGISTRATION NUMBER: 4537018
MARK: GURNEY'S
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 09/26/2013
REGISTRATION DATE: 05/27/2014

SERIAL NUMBER: 86117811
REGISTRATION NUMBER: 4525919
MARK: HENRY FIELD'S
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 11/13/2013
REGISTRATION DATE: 05/06/2014

SERIAL NUMBER: 86117829
REGISTRATION NUMBER: 4567324
MARK: SPRING HILL NURSERIES
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 11/13/2013
REGISTRATION DATE: 07/15/2014

SERIAL NUMBER: 86763808
REGISTRATION NUMBER: 5187394
MARK: ONCE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 09/22/2015
REGISTRATION DATE: 04/18/2017

SERIAL NUMBER: 86935581
REGISTRATION NUMBER: 5152667
MARK: CLEO & FRIENDS
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 03/10/2016
REGISTRATION DATE: 02/28/2017

SERIAL NUMBER: 87024609
REGISTRATION NUMBER: 5122304
MARK: WOW!
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 05/04/2016
REGISTRATION DATE: 01/17/2017

SERIAL NUMBER: 87059476
REGISTRATION NUMBER: 5235158
MARK: BRECK'S
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/03/2016
REGISTRATION DATE: 07/04/2017

SERIAL NUMBER: 87059529
REGISTRATION NUMBER: 5235159
MARK: BRECK'S WHOLESALE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/03/2016
REGISTRATION DATE: 07/04/2017

SERIAL NUMBER: 87089750
REGISTRATION NUMBER: 5116297
MARK: GROW TUBS
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/30/2016
REGISTRATION DATE: 01/03/2017

SERIAL NUMBER: 87274312
REGISTRATION NUMBER: 5245591
MARK: BUDDY & FRIENDS
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 12/20/2016
REGISTRATION DATE: 07/18/2017

SERIAL NUMBER: 87274320
REGISTRATION NUMBER: 5245593
MARK: MURPHY & HIS TROOP
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 12/20/2016
REGISTRATION DATE: 07/18/2017

SERIAL NUMBER: 87274324
REGISTRATION NUMBER: 5245594
MARK: TARALYNN'S TEA TIME
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 12/20/2016
REGISTRATION DATE: 07/18/2017

SERIAL NUMBER: 87274333
REGISTRATION NUMBER: 5245595
MARK: WILLY & FRIENDS
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 12/20/2016
REGISTRATION DATE: 07/18/2017

SERIAL NUMBER: 87274354
REGISTRATION NUMBER: 5245598
MARK: WOODY & FRIENDS
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 12/20/2016
REGISTRATION DATE: 07/18/2017

SERIAL NUMBER: 87274363
REGISTRATION NUMBER: 5245599
MARK: WYNTER & HIS PACK
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 12/20/2016
REGISTRATION DATE: 07/18/2017

SERIAL NUMBER: 87364765
REGISTRATION NUMBER: 5342979
MARK: GROW TUB
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 03/09/2017
REGISTRATION DATE: 11/21/2017

SERIAL NUMBER: 87469367
REGISTRATION NUMBER: 5525978
MARK: REACHABLES
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 05/31/2017
REGISTRATION DATE: 07/24/2018

SERIAL NUMBER: 87549446
REGISTRATION NUMBER: 5380694
MARK: GRUB-AWAY
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 07/31/2017
REGISTRATION DATE: 01/16/2018

SERIAL NUMBER: 87580195
REGISTRATION NUMBER: 5414917
MARK: SWEET HIPS
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 08/23/2017
REGISTRATION DATE: 02/27/2018

SERIAL NUMBER: 87608532
REGISTRATION NUMBER: 5458277
MARK: RAZEMATAZZ
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 09/14/2017
REGISTRATION DATE: 05/01/2018

SERIAL NUMBER: 87749639
REGISTRATION NUMBER:
MARK: WOW!
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 01/10/2018
REGISTRATION DATE:

SERIAL NUMBER: 87797451
REGISTRATION NUMBER: 5582544
MARK: TULIP WIND SPINNER
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 02/14/2018
REGISTRATION DATE: 10/09/2018

SERIAL NUMBER: 87841055
REGISTRATION NUMBER: 5580782
MARK: PUZZLE PLATEAU
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 03/20/2018
REGISTRATION DATE: 10/09/2018

SERIAL NUMBER: 87851646
REGISTRATION NUMBER: 5869193
MARK: PATIO ORCHARD
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 03/27/2018
REGISTRATION DATE: 09/24/2019

SERIAL NUMBER: 88176318
REGISTRATION NUMBER: 5855327
MARK: K. VAN BOURGONDIEN
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 10/31/2018
REGISTRATION DATE: 09/10/2019

SERIAL NUMBER: 88176335
REGISTRATION NUMBER: 5855328
MARK: K. VAN BOURGONDIEN
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 10/31/2018
REGISTRATION DATE: 09/10/2019

SERIAL NUMBER: 88412892
REGISTRATION NUMBER: 5913870
MARK: GARDEN ANSWERS
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 05/02/2019
REGISTRATION DATE: 11/19/2019

SERIAL NUMBER: 88632163
REGISTRATION NUMBER:
MARK: BRECK'S GIFTS
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 09/26/2019
REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION