

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM759814

<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>
Brandt Consolidated, Inc.		08/31/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	201 South Fifth Street		
<b>City:</b>	Springfield		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	62701		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 43</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5575564	ALEO	
<b>Registration Number:</b>	3295928	AMINO IRON	
<b>Registration Number:</b>	3242441	AMINOPLEX	
<b>Registration Number:</b>	3237425	A-O-K	
<b>Registration Number:</b>	4610282	AQUASURF	
<b>Registration Number:</b>	4981755	BRANDT	
<b>Registration Number:</b>	5480210	BRANDT	
<b>Registration Number:</b>	6364627	BRANDT A+	
<b>Registration Number:</b>	5576664	BRANDT ADJULOCK	
<b>Registration Number:</b>	5055203	BRANDT BITEK	
<b>Registration Number:</b>	5788283	BRANDT GLUCOPRO	
<b>Registration Number:</b>	3193879	BURLEY GREEN	
<b>Registration Number:</b>	3247344	CARBOPLEX	
<b>Registration Number:</b>	4246030	DISPLACE	
<b>Registration Number:</b>	5255887	ECOTEC	
<b>Registration Number:</b>	3930045	ELICITOR	
<b>Registration Number:</b>	4237742	ELICITOR	
<b>Registration Number:</b>	5515607	ENZUP	
<b>Registration Number:</b>	3198706	FAIRPHYTE	

OP \$1090.00 5575564

Property Type	Number	Word Mark
Registration Number:	3242443	GARY'S GREEN
Registration Number:	3242439	GARY'S GREEN ULTRA
Registration Number:	4793357	GREEN SPEC
Registration Number:	5776030	GRIGG
Registration Number:	5747383	GRIGG
Registration Number:	3318155	GRIGG BROS.
Registration Number:	3616113	NU-BLADE
Registration Number:	3247346	P-K PLUS
Registration Number:	5314052	PROVEN FOLIAR
Registration Number:	5874749	RESEARCH DRIVEN, PROVEN RESULTS
Registration Number:	5735397	RESEARCH DRIVEN, PROVEN RESULTS
Registration Number:	2740579	SAF-T-SIDE
Registration Number:	4762018	SPAINT
Registration Number:	3279874	SUPREMA
Registration Number:	5209627	SYNERGY BLADE
Registration Number:	3784850	TUFF TURF
Registration Number:	3242440	ULTRAPLEX
Registration Number:	4237291	ZEROPHOS
Registration Number:	6066017	BATTLEGROUND
Registration Number:	6138143	ORGANIPLEX
Registration Number:	6138156	TURFTOPIA
Registration Number:	6252989	LEVEL UP
Registration Number:	6274464	DECISION AG
Registration Number:	6190984	POWERPHOS

**CORRESPONDENCE DATA**

**Fax Number:** 3036293450

*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:** 303-629-3400

**Email:** burtner.jody@dorsey.com

**Correspondent Name:** Dorsey & Whitney LLP

**Address Line 1:** 1400 Wewatta Street, Suite 400

**Address Line 4:** Denver, COLORADO 80202-5549

<b>ATTORNEY DOCKET NUMBER:</b>	059235-10639
<b>NAME OF SUBMITTER:</b>	Jody L. Burtner, Senior Paralegal
<b>SIGNATURE:</b>	/Jody L. Burtner/
<b>DATE SIGNED:</b>	10/07/2022

**Total Attachments: 6**

source=USB-Brandt - Supplemental Grant of Trademark Security Interest - Brandt Consolidated Inc#page1.tif  
source=USB-Brandt - Supplemental Grant of Trademark Security Interest - Brandt Consolidated Inc#page2.tif  
source=USB-Brandt - Supplemental Grant of Trademark Security Interest - Brandt Consolidated Inc#page3.tif  
source=USB-Brandt - Supplemental Grant of Trademark Security Interest - Brandt Consolidated Inc#page4.tif  
source=USB-Brandt - Supplemental Grant of Trademark Security Interest - Brandt Consolidated Inc#page5.tif  
source=USB-Brandt - Supplemental Grant of Trademark Security Interest - Brandt Consolidated Inc#page6.tif

## SUPPLEMENTAL GRANT OF TRADEMARK SECURITY INTEREST

Dated: August 31, 2022

WHEREAS, Brandt Consolidated, Inc., a Delaware corporation (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Brandt, Inc., a Florida corporation (“Borrower”) is a party to that certain Amended and Restated Credit Agreement dated as of October 28, 2016 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Credit Agreement”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “Lenders”), U.S. Bank National Association, as Administrative Agent for the Lenders (in such capacity, “Administrative Agent”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

WHEREAS, any Loan Party may from time to time enter, or may from time to time have entered, into one or more Secured Cash Management Agreements with Cash Management Banks and one or more Secured Hedge Agreements with one or more Hedge Banks in accordance with the terms of the Credit Agreement (as each such term is defined in the Credit Agreement); and

WHEREAS, Grantor has executed and delivered that certain Third Amended and Restated Guaranty dated as of October 28, 2016 (said Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Guaranty”) in favor of Administrative Agent for the benefit of Lenders and any other Secured Parties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Borrower under the Credit Agreement and the other Loan Documents and all obligations of Borrower under the Secured Cash Management Agreements and the Secured Hedge Agreements, including, without limitation, the obligation of Borrower to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Third Amended and Restated Security Agreement dated as of October 28, 2016 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Security Agreement”), among Grantor, Administrative Agent and the other grantors named therein, Grantor has created in favor of Administrative Agent a security interest in, and Administrative Agent has become a secured creditor with respect to, the Trademark Collateral;

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for itself and the ratable benefit of the Lenders, a Grant of Trademark Security Agreement, which was recorded with the United States Patent and Trademark Office on November 4, 2015, at Reel 5660, Frame 0880 (the “Existing Trademark Grant”); and

WHEREAS, in addition to the trademarks described in the Existing Trademark Grant, the Grantor owns the trademarks listed on Schedule A attached hereto, which are registered with the United States Patent and Trademark Office; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Supplemental Grant of Trademark Security Agreement; and

WHEREAS, this Supplemental Grant of Trademark Security Agreement supplements and does not replace the Existing Trademark Grant;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Administrative Agent pursuant to the Security Agreement, Grantor hereby grants to Administrative Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

1. all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent 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 Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

2. Notwithstanding the immediately preceding Section 1, this Grant of Trademark Security Interest will not relate to or affect Grantor's trademark applications based on intent-to-use trademarks-----which are identified in Exhibit A-----until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

3. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of date first written above.

BRANDT CONSOLIDATED, INC.

By:   
Name: Rick Brandt  
Its: President & CEO

Grant of Trademark Security Interest  
(Brandt Consolidated, Inc.)

**TRADEMARK**  
**REEL: 007872 FRAME: 0724**

**SCHEDULE A**

Trademark	Trademark Status	Application #	Filing Date	Registration #	Registration Date
ALEO	Registered	87/812843	27-Feb-2018	5575564	02-Oct-2018
AMINO IRON	SUPPL REG	78/832485	08-Mar-2006	3295928	18-Sep-2007
AMINOPLEX	Registered	78/938263	26-Jul-2006	3242441	15-May-2007
A-O-K	Registered	78/938236	26-Jul-2006	3237425	01-May-2007
AQUASURF	Registered	85/699721	09-Aug-2012	4610282	23-Sep-2014
BRANDT	Registered	86/725904	14-Aug-2015	4981755	21-Jun-2016
BRANDT (Stylized) in Color	Registered	87/639540	10-Oct-2017	5480210	29-May-2018
BRANDT A+	ALLOWED	87/388688	28-Mar-2017	6364627	25-May-2021
BRANDT ADJULOCK	Registered	87/389158	28-Mar-2017	5576664	02-Oct-2018
BRANDT BITEK	Registered	86/443797	04-Nov-2014	5055203	04-Oct-2016
BRANDT GlucoPRO	Registered	87/373651	16-Mar-2017	5788283	25-Jun-2019
BURLEY GREEN	Registered	78/832516	08-Mar-2006	3193879	02-Jan-2007
CARBOPLEX	Registered	78/938271	26-Jul-2006	3247344	29-May-2007
DISPLACE	Registered	85/609624	26-Apr-2012	4246030	20-Nov-2012
ECOTEC	Registered	87/293772	09-Jan-2017	5255887	01-Aug-2017
ELICITOR	Registered	78/694170	17-Aug-2005	3930045	08-Mar-2011
ELICITOR	Registered	85/609647	26-Apr-2012	4237742	06-Nov-2012
ENZUP	Registered	87/708183	05-Dec-2017	5515607	10-Jul-2018
FAIRPHYTE	Registered	78/832518	08-Mar-2006	3198706	16-Jan-2007
GARY'S GREEN	Registered	78/938295	26-Jul-2006	3242443	15-May-2007
GARY'S GREEN ULTRA	Registered	78/938241	26-Jul-2006	3242439	15-May-2007
GREEN SPEC	Registered	86/398762	18-Sep-2014	4793357	18-Aug-2015
GRIGG	Registered	87/340455	17-Feb-2017	5776030	11-Jun-2019
GRIGG	Registered	87/976284	17-Feb-2017	5747383	07-May-2019
GRIGG BROS.	Registered	78/938232	26-Jul-2006	3318155	23-Oct-2007
NU-BLADE	Registered	78/938269	26-Jul-2006	3616113	05-May-2009
P-K PLUS	Registered	78/938281	26-Jul-2006	3247346	29-May-2007
PROVEN FOLIAR RESEARCH	Registered	87/425957	26-Apr-2017	5314052	17-Oct-2017
DRIVEN, PROVEN RESULTS	ALLOWED	87/436336	04-May-2017	5874749	01-Oct-2019

Exh. A-1

4873-7556-79192

**TRADEMARK  
REEL: 007872 FRAME: 0725**



Trademark	Trademark Status	Application #	Filing Date	Registration #	Registration Date
RESEARCH DRIVEN. PROVEN RESULTS	Registered	87/980117	04-May-2017	5735397	23-Apr-2019
SAF-T-SIDE	Registered	78/166265	20-Sep-2002	2740579	22-Jul-2003
SPAIN'T	Registered	86/443006	03-Nov-2014	4762018	23-Jun-2015
SUPREMA	Registered	78/938250	26-Jul-2006	3279874	14-Aug-2007
SYNERGY BLADE	Registered	86/062107	11-Sep-2013	5209627	23-May-2017
TUFF TURF	Registered	78/938300	26-Jul-2006	3784850	04-May-2010
ULTRAPLEX	Registered	78/938258	26-Jul-2006	3242440	15-May-2007
ZEROPHOS	Registered	85/585142	30-Mar-2012	4237291	06-Nov-2012
BATTLEGROUN'D	Registered	88/660573	18-Oct-2019	6066017	26-May-2020
ORGANIPLEX	Registered	88/727582	15-Dec-2019	6138143	25-Aug-2020
TURFTOPIA	Registered	88/731630	18-Dec-2019	6138156	25-Aug-2020
LEVEL UP	Registered	88/889165	27-Apr-2020	6252989	19-Jan-2021
BRANDT TREND	Published	90/468231	15-Jan-2021		
BRANDT INVIGO	Published	90/469679	15-Jan-2021		
BRANDT SEEDZONE	Pending	97/382616	26-Apr-2022		
REZADONE	Pending	97/537611	05-Aug-2022		
DECISION AG	Registered	88/528176	22-Jul-2019	6274464	16-Feb-2021
POWERPHOS	Registered	88/582056	16-Aug-2019	6190984	03-Nov-2020
BRANDT FINISHER	Pending	97/327385	23-Mar-2022		