

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bell Nursery USA, LLC		03/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Truist Bank, as Administrative Agent		
Street Address:	3333 Peachtree Road		
Internal Address:	7th Floor-South Tower		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Banking Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97220374	BELL NURSERY	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-581-8136		
Email:	mtydir@jonesday.com		
Correspondent Name:	Michael Tydir, Jones Day		
Address Line 1:	1221 Peachtree Street, NE		
Address Line 2:	Suite 400		
Address Line 4:	Atlanta, GEORGIA 30326		
NAME OF SUBMITTER:	Michael Tydir		
SIGNATURE:	/Michael Tydir/		
DATE SIGNED:	03/07/2023		
Total Attachments: 5			
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 3, 2023 (this "Agreement"), is made by BELL NURSERY USA, LLC, a Delaware limited liability company (the "Grantor"), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor and certain of its Affiliates, the lenders from time to time parties thereto (the "Lenders"), the Issuing Banks party thereto and the Administrative Agent have entered into a Third Amended and Restated Credit Agreement, dated as of December 16, 2021 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor and certain of its Affiliates have entered into the Second Amended and Restated Security Agreement, dated as of December 16, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the ratable benefit of the Secured Parties, and grants to the Administrative Agent for the ratable benefit of the Secured Parties, a security interest in and Lien on all right, title and interest of such Grantor in, to and under the following Collateral (the "Trademark Collateral");

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and 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.

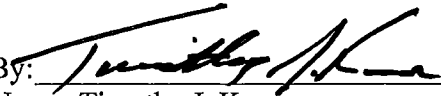
SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BELL NURSERY USA, LLC

By: 
Name: Timothy J. Kane
Title: Assistant Secretary and Vice President-
Tax


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007995 FRAME: 0080

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK

By: 
Name: Stephen D. Nellis
Title: Director

SCHEDULE I

Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

None.

II. TRADEMARK APPLICATIONS

Trademark Application	Owner	Application No	Application Date	Country
BELL NURSERY	Grantor	97220374	1/14/2022	USA

III. TRADEMARK LICENSES

None.