

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807728

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NXT Capital, LLC | | 05/01/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | The LETCO Group, LLC | | |
| Street Address: | 1901 California Crossing | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75220 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3591203 | | |
| Registration Number: | 3649033 | HOUSTON MULCH | |
| Registration Number: | 4130116 | LIVING EARTH | |
| Registration Number: | 3586968 | EARTH'S FINEST | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129021061 | | |
| <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: | 312-577-8438 | | |
| Email: | raquel.haleem@katten.com | | |
| Correspondent Name: | Raquel Haleem c/o Katten Muchin Rosenman | | |
| Address Line 1: | 525 West Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| NAME OF SUBMITTER: | Raquel Haleem | | |
| SIGNATURE: | /Raquel Haleem/ | | |
| DATE SIGNED: | 05/03/2023 | | |
| Total Attachments: 4 | | | |
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TRADEMARK RELEASE AND REASSIGNMENT

This TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as of May 1, 2023, by NXT Capital, LLC, in its capacity as administrative agent for the Lenders (“Agent”), in favor of The LETCO Group, LLC, a Delaware limited liability company (the “Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Guarantee and Collateral Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of that certain Credit Agreement, dated as of March 31, 2017 (as amended by that certain Amended and Restated Credit Agreement, dated as of October 3, 2019, that certain Second Amended and Restated Credit Agreement, dated as of December 30, 2020, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among LETCO Corporation, a Delaware corporation, as the Borrower, the financial institutions from time to time party thereto as Lenders and Agent, Grantor entered into that certain Guarantee and Collateral Agreement, dated as of March 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), by and among Grantor, the other Grantors party thereto from time to time and Agent, for the benefit of itself and the Lenders, a continuing security interest in all of Grantor’s right, title and interest in and to the Collateral;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, the Grantor was required to execute and deliver to Agent, for the benefit of Agent and the Lenders, the Trademark Security Agreement (as defined below);

WHEREAS, Agent and the Grantor were parties to that certain Trademark Security Agreement, dated as of March 31, 2017 (the “Trademark Security Agreement”), pursuant to which the Grantor granted, to Agent, for the benefit of itself and the Lenders, a continuing security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under Trademark Collateral (as defined below), including the Trademarks set forth on Schedule I attached hereto; and

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on March 31, 2017, at Reel 6023, Frame 0650; and

WHEREAS, Agent has agreed to release the entirety of its Security Interest in the Trademark Collateral and reassign any and all rights in the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

2. Release of Security Interest in Trademark Collateral. Agent hereby releases, terminates and discharges its Security Interest in the Grantor’s entire right, title and interest in and lien on and to the following, whether now owned or existing or hereafter created, acquired or arising (collectively, the “Trademark Collateral”):

a. each Trademark, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, including those Trademarks referred to on Schedule I attached hereto; and

b. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark or (ii) injury to the goodwill associated with each such Trademark.

3. Reassignment of Trademark Collateral. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest (if any) in and to the Trademark Collateral.

4. Further Assurances. Agent hereby agrees, at Grantor's sole expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release of the Security Interest contemplated hereby.

5. Governing Law. This Release is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, Agent has caused this Release to be executed as of the date first set forth above.

NXT CAPITAL, LLC, as Agent

Julia Allman

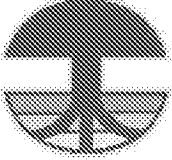
By: julia.allman@nxtcapital.com

Name: Julia Allman

Title: Vice President

SCHEDULE I

Trademarks

| Trademark | Registration Number | Registration Date |
|---|----------------------------|--------------------------|
|  | 3591203 | 3/17/09 |
| HOUSTON MULCH | 3649033 | 6/30/09 |
| LIVING EARTH | 4130116 | 4/24/12 |
| EARTH'S FINEST | 3586968 | 3/10/09 |