

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No. 1 to Confirmatory Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hydrofarm, LLC		04/27/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3 Park Plaza, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5049680	AURORA INNOVATIONS	
Registration Number:	5079784	PROCISION	
Registration Number:	5566066	SOUL	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	066397.05.0743		
NAME OF SUBMITTER:	Felicia D. Gordon		
SIGNATURE:	/Felicia D. Gordon/		
DATE SIGNED:	05/01/2023		
Total Attachments: 5			
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SUPPLEMENT NO. 1 TO
CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

This SUPPLEMENT NO. 1 TO CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Supplement”) is made as of April 27, 2023, by and between **HYDROFARM, LLC**, a California limited liability company (the “Grantor”) and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (together with its successors and assigns, the “Administrative Agent”) for the Lenders and the other Secured Parties under the Credit Agreement referred to below.

WHEREAS, pursuant to that certain Credit Agreement dated as of March 29, 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the other Loan Parties party thereto, the Administrative Agent, and the Lenders party thereto, the Lenders agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, for the Lenders to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, the Grantor, Aurora Innovations, LLC (“Aurora”) and certain of the other Loan Parties executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain U.S. Pledge and Security Agreement, dated as of March 29, 2021 (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor, Aurora and certain of the other Loan Parties (i) pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined in the Existing Confirmatory Grant) and (ii) filed with the USPTO on March 30, 2021 that certain Confirmatory Grant of Security Interests in Trademarks dated as of March 29, 2021 (the “Existing Confirmatory Grant”, together with the Security Agreement, the “Security Documents”);

WHEREAS, effective as of December 30, 2022, Aurora merged with the Grantor, and subsequently recorded with the United States Patent and Trademark Office (the “USPTO”) on January 27, 2023, the transfer of its Trademark Collateral to the Grantor (the “Transferred Trademark Collateral”); and

WHEREAS, pursuant to the Security Agreement and the authorization given to the Administrative Agent by the Grantor under Section 5 (Authorization to Supplement) of the Existing Confirmatory Grant, the Administrative Agent and the Grantor are hereby amending and supplementing Schedule I of the Existing Confirmatory Grant in order to record with the USPTO the continuing security interest of the Administrative Agent, for the benefit of the Secured Parties, in the Transferred Trademark Collateral;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Documents or, if not defined therein, in the Credit Agreement.

2. **AMENDMENT AND SUPPLEMENT.** Schedule I of the Existing Confirmatory Grant is hereby amended and supplemented by replacing the Trademark Collateral listed therein as owned by Aurora with the Trademark Collateral owned by the Grantor listed in Schedule I hereof, to further evidence the continuing security interest of the Administrative Agent, for the benefit of the Secured Parties, in the Transferred Trademark Collateral.

Except as expressly set forth herein, this Supplement shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Security Documents or the Credit Agreement or any other provision of such agreements or any other Loan Document.

3. **COUNTERPARTS.** This Supplement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Supplement. Delivery of an executed counterpart of a signature page of this Supplement by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Supplement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Supplement and the transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent. This Supplement is a Loan Document.

4. **CHOICE OF LAW. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

5. **MISCELLANEOUS. THIS SUPPLEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER AND THE OTHER MATTERS SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.**

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

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

GRANTOR:

HYDROFARM, LLC,
a California limited liability company

By: DocuSigned by:
B. John Lindeman
Name: B. John Lindeman
Title: Chief Financial Officer

[Signature page to Supplement No. 1 to Confirmatory Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 008063 FRAME: 0154

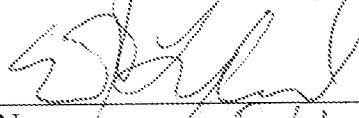
ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By:

Name:

Title:


Erik J. Longland
Managing Director

SCHEDULE I
to
SUPPLEMENT NO. 1

Trademarks

Hydrofarm, LLC:

Mark	Jurisdiction	Reg. No.	Reg. Date	Status	Serial No.
AURORA INNOVATIONS	U.S.	5049680	September 27, 2016	Registered	86917330
PRECISION	U.S.	5079784	November 8, 2016	Registered	86915268
SOUL	U.S.	5566066	September 18, 2018	Registered	86443357