

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM810363

<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>
SunGrow Albion LLC		05/12/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF MONTREAL, as Administrative Agent		
<b>Street Address:</b>	100 King Street West		
<b>Internal Address:</b>	18th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	ONTARIO		
<b>Postal Code:</b>	M5X 1A1		
<b>Entity Type:</b>	Canadian Bank: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5929780	INTERGROW GREENHOUSES, INC.	
<b>Registration Number:</b>	5537591	GREENHOUSE GROWN IN NY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>			
<b>Phone:</b>	2124552592		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Courtney Welshimer		
<b>Address Line 1:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	007870/0103		
<b>NAME OF SUBMITTER:</b>	J. Jason Mull		
<b>SIGNATURE:</b>	/J. Jason Mull/		
<b>DATE SIGNED:</b>	05/15/2023		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (“Agreement”), effective as of May 12, 2023 is made by SunGrow Albion LLC a Delaware limited liability company, located at 663 Timothy Lane Ontario, New York 14519 (the “Grantor”), in favor of BANK OF MONTREAL, as Administrative Agent (in such capacity, the “Administrative Agent”) for each of the Secured Parties to the Credit Agreement, dated as of April 28, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SunGrow Intermediate Holding Company LLC, a Delaware limited liability company (“Holdings”), SunGrow Holding Company LLC, a Delaware limited liability company (the “Borrower”), the lenders now or hereafter party thereto (the “Lenders”), and the Administrative Agent.

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to extend credit to the Borrower pursuant to, and upon the terms and conditions specified therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security and Pledge Agreement, dated as of May 12, 2023, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Collateral (as defined in the Security Agreement), including the Trademarks (as defined in the Security Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Secured Parties to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby grants as collateral security for the payment, performance and satisfaction of the Obligations, to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and to all Trademarks of such Grantor or in which such Grantor has or may have or acquire any right, title or interest, whether now owned or existing or hereafter created, acquired or arising and wheresoever located, together with all proceeds thereof, and including the right to sue for past, present or future infringements thereof, but in each case, excluding any Excluded Assets (as defined in the Security Agreement) (collectively, the “Trademark Collateral”), including, without limitation, the trademark registrations and applications listed on Schedule A hereto.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in

connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Choice of Law. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY PERFORMED, IN SUCH STATE; PROVIDED THAT (i) WITH RESPECT TO THOSE INSTANCES IN WHICH THE APPLICABLE CHOICE OF LAWS RULES OF SUCH STATE, INCLUDING SECTION 9-301 OF THE UCC, REQUIRE THAT THE MANNER OF CREATION OF A SECURITY INTEREST IN SPECIFIC COLLATERAL OR THE MANNER OR EFFECT OF PERFECTION OR NONPERFECTION OR THE RULES GOVERNING PRIORITY OF SECURITY INTERESTS ARE TO BE GOVERNED BY THE LAWS OF ANOTHER JURISDICTION, THEN THE LAWS OF SUCH OTHER JURISDICTION SHALL GOVERN SUCH MATTERS AND (ii) IN THOSE INSTANCES IN WHICH THE LAWS OF THE JURISDICTION IN WHICH COLLATERAL IS LOCATED GOVERN MATTERS PERTAINING TO THE METHODS AND EFFECT OF REALIZING ON COLLATERAL, SUCH LAWS SHALL BE GIVEN EFFECT WITH RESPECT TO SUCH MATTERS.

*(Remainder of the page intentionally left blank)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SUNGROW ALBION LLC

DocuSigned by:  
*Richard Ball*

By: \_\_\_\_\_  
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Name: Richard Ball


Title: Treasurer


*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 008072 FRAME: 0085**

BANK OF MONTREAL,  
as Administrative Agent

By:   
Name: Brendan O'Connor  
Title: Managing Director

By:   
Name: Jason M. Cameron  
Title: Director

By:   
Name: Jeffrey S. Daniels  
Title: US Field Manager on behalf of BANK OF  
MONTREAL, CHICAGO BRANCH, and  
BMO Harris Bank

Schedule A

Applicant Reference Number	Trademark	Country of Origin/Source	Status	Owner/Assignee
5929780	INTERGROW GREENHOUSES, INC.	United States	Registered	SunGrow Albion LLC
5537591	GREENHOUSE GROWN IN NY	United States	Registered	SunGrow Albion LLC