

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE HC CANADA OPERATING COMPANY, LTD.		08/01/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	TCW ASSET MANAGEMENT COMPANY LLC, as Collateral Agent		
Street Address:	200 Clarendon Street, 51st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1221750	KORD	
Registration Number:	1236366	KORD	
Registration Number:	1723842	PLANTERS' PRIDE	
Registration Number:	1707632	ULTRA	
Registration Number:	1789439	FIBER GROW ENVIRO-CONTAINERS	
Registration Number:	1918002	REGAL	
Registration Number:	1919800	REGAL	
Registration Number:	2033453	PRESTO POT	
Registration Number:	2033455	EURO SYSTEM	
Registration Number:	2326668	PLANTERS' PRIDE	
Registration Number:	2341083	PLANTERS' PRIDE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9739		
Email:	trademark@proskauer.com		
Correspondent Name:	Alexandra Stanley, Associate		

CH \$290.00 1221750

Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER: 47245-057

NAME OF SUBMITTER: Alexandra Stanley

SIGNATURE: /Alexandra Stanley/

DATE SIGNED: 08/01/2023

Total Attachments: 7

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CANADIAN TRADEMARK SECURITY AGREEMENT

CANADIAN TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2023, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favour of TCW Asset Management Company LLC, in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Canadian Security Agreement of dated as of August 1, 2023, (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Canadian Security Agreement”) in favour of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Canadian Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Canadian Security Agreement and used herein have the meaning given to them in the Canadian Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the Obligations, each Grantor hereby pledges, collaterally assigns, mortgages, charges, hypothecates and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor or in which such Grantor has any rights:

(a) Marks of such Grantor listed on Schedule I attached hereto (other than “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, unless and until an “Amendment to Allege Use” or a “Statement of Use” under Section 1(c) and 1(d) of said Act has been filed in, and accepted by, the USPTO, and other Excluded Collateral);

(b) all goodwill associated with such Marks; and

(c) all Proceeds of any and all of the foregoing (collectively, the “Trademark Collateral”).

SECTION 3. Canadian Security Agreement. The security interest granted pursuant to this Canadian Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Canadian Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Canadian Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Canadian Trademark Security Agreement is deemed to conflict with the Canadian Security Agreement, the provisions of the Canadian Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Canadian Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Canadian Trademark Security Agreement.

SECTION 5. Counterparts. This Canadian Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Canadian Trademark Security Agreement by signing and delivering one or more counterparts. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Canadian Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, 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 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; provided that notwithstanding anything contained herein to the contrary the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

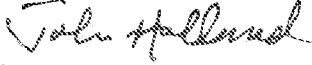
SECTION 6. Governing Law. This Canadian Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Canadian Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

THE HC CANADA OPERATING COMPANY, LTD.

By: 
Name: John Holland
Title: Vice President and Secretary

Accepted and Agreed:

TCW ASSET MANAGEMENT COMPANY LLC,
as Collateral Agent

By: _____
Name:
Title:

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

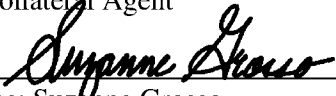
Very truly yours,

THE HC CANADA OPERATING COMPANY, LTD.

By: _____
Name: _____
Title: _____

Accepted and Agreed:

TCW ASSET MANAGEMENT COMPANY LLC,
as Collateral Agent

By: 
Name: Suzanne Grosso
Title: Managing Director

[Canadian Trademark Agreement (TCW) Signature Page]

SCHEDULE I
to
CANADIAN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Canadian Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
The HC Canada Operating Company, Ltd.	TMA265264	KORD DESIGN
The HC Canada Operating Company, Ltd.	TMA267448	KORD
The HC Canada Operating Company, Ltd.	TMA308947	BIOPAX
The HC Canada Operating Company, Ltd.	TMA338118	PLANTERS' PRIDE
The HC Canada Operating Company, Ltd.	TMA367528	QUICK LOCK
The HC Canada Operating Company, Ltd.	TMA390803	EURO SYSTEM & DESIGN
The HC Canada Operating Company, Ltd.	TMA380884	ULTRA SERIES
The HC Canada Operating Company, Ltd.	TMA392831	TERRA ROMA
The HC Canada Operating Company, Ltd.	TMA404576	FIBER GROW & DESIGN
The HC Canada Operating Company, Ltd.	TMA516774	REGAL
The HC Canada Operating Company, Ltd.	TMA516772	REGAL DESIGN
The HC Canada Operating Company, Ltd.	TMA499314	MAN FANCIFUL DESIGN
The HC Canada Operating Company, Ltd.	TMA549652	GARDEN PAK
The HC Canada Operating Company, Ltd.	TMA600140	ITML & DESIGN

OWNER	REGISTRATION NUMBER	TRADEMARK
The HC Canada Operating Company, Ltd.	TMA600138	KORD & DESIGN
The HC Canada Operating Company, Ltd.	TMA636969	TLC
The HC Canada Operating Company, Ltd.	TMA663465	Panterra
The HC Canada Operating Company, Ltd.	TMA714471	PLANTERS' PRIDE & DESIGN
The HC Canada Operating Company, Ltd.	TMA714405	PLANTERS' PRIDE

Canadian Trademark Applications:

None.

U.S. Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
The HC Canada Operating Company, Ltd.	1221750	KORD & DESIGN
The HC Canada Operating Company, Ltd.	1236366	KORD
The HC Canada Operating Company, Ltd.	1723842	PLANTERS' PRIDE
The HC Canada Operating Company, Ltd.	1707632	ULTRA
The HC Canada Operating Company, Ltd.	1789439	FIBER GROW ENVIRO-CONTAINERS & DESIGN
The HC Canada Operating Company, Ltd.	1918002	REGAL
The HC Canada Operating Company, Ltd.	1919800	REGAL STYLIZED TEXT

OWNER	REGISTRATION NUMBER	TRADEMARK
The HC Canada Operating Company, Ltd.	2033453	PRESTO POT
The HC Canada Operating Company, Ltd.	2033455	EURO SYSTEM & DESIGN
The HC Canada Operating Company, Ltd.	2326668	PLANTERS' PRIDE
The HC Canada Operating Company, Ltd.	2341083	PLANTERS' PRIDE

U.S. Trademark Applications:

None.