

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE HC COMPANIES, INC.		08/01/2023	Corporation: DELAWARE
AMERIKAN, LLC		08/01/2023	Limited Liability Company: FLORIDA
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: 14			
Property Type	Number	Word Mark	
Registration Number:	2386869	DILLEN	
Registration Number:	3317678	AMERIKAN	
Registration Number:	4365797	NATURAL ELEGANCE	
Registration Number:	5259749	HC	
Registration Number:	5259750	THE HC COMPANIES	
Registration Number:	5259751	HC THE HC COMPANIES	
Registration Number:	5630403	ECOGROW ENVIRO-CONTAINERS	
Registration Number:	5630404	ECOGROW	
Registration Number:	5630405	ECOGROW	
Registration Number:	5671095	WAVE LOCK	
Registration Number:	5725029		
Registration Number:	5600684	LISTO	
Registration Number:	5600685	LISTO	
Registration Number:	6853523	BIOPAX	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 617.526.9739
Email: trademark@proskauer.com
Correspondent Name: Alexandra Stanley, Associate
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: 6

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U.S. TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2023, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor 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 U.S. Security Agreement, dated as of August 1, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “U.S. Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this U.S. 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 U.S. Security Agreement and used herein have the meaning given to them in the U.S. Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the Obligations, each Grantor hereby pledges 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 PTO, 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. U.S. Security Agreement. The security interest granted pursuant to this U.S. Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the U.S. 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 U.S. 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 U.S. Trademark Security Agreement is deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the U.S. 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 U.S. Trademark Security Agreement.

SECTION 5. Counterparts. This U.S. 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 U.S. 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 U.S. 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, 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 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.

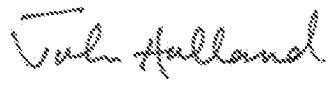
SECTION 6. Governing Law. This U.S. Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this U.S. Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, 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 U.S. Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

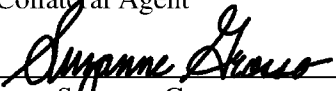
**THE HC COMPANIES, INC.
AMERIKAN, LLC**

By: 
Name: John Holland
Title: Secretary

As Secretary of each of the above entities and, in such capacity, intending by this signature to legally bind each of the above entities

Accepted and Agreed:

TCW ASSET MANAGEMENT COMPANY LLC,
as Collateral Agent

By: 

Name: Suzanne Grosso

Title: Managing Director

[U.S. Trademark Security Agreement]

TRADEMARK
REEL: 008152 FRAME: 0534

SCHEDULE I
to
U.S. TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
The HC Companies, Inc. (Delaware Corp.)	RN: 2386869 SN: 75495633	DILLEN
Amerikan, LLC (Florida LLC)	RN: 3317678 SN: 78874660	AMERIKAN
The HC Companies, Inc. (Delaware Corp.)	RN: 4365797 SN: 85618572	NATURAL ELEGANCE
The HC Companies, Inc. (Delaware Corp.)	RN: 5259749 SN: 87256015	HC (<i>and Design</i>) 
The HC Companies, Inc. (Delaware Corp.)	RN: 5259750 SN: 87256020	THE HC COMPANIES
The HC Companies, Inc. (Delaware Corp.)	RN: 5259751 SN: 87256021	HC THE HC COMPANIES (<i>and Design</i>)  The HC Companies
The HC Companies, Inc. (Delaware Corp.)	RN: 5630403 SN: 87433294	ECOGROW ENVIRO-CONTAINERS (<i>and Design</i>) 
The HC Companies, Inc. (Delaware Corp.)	RN: 5630404 SN: 87433295	ECOGROW
The HC Companies, Inc. (Delaware Corp.)	RN: 5630405 SN: 87433297	ECOGROW (<i>and Design</i>) 

The HC Companies, Inc. (Ohio Corp.)	RN: 5671095 SN: 87528737	WAVE LOCK
The HC Companies, Inc. (Delaware Corp.)	RN: 5725029 SN: 87833520	<i>Design Only</i> 
The HC Companies, Inc. (Delaware Corp.)	RN: 5600684 SN: 87845049	LISTO
The HC Companies, Inc. (Delaware Corp.)	RN: 5600685 SN: 87845055	LISTO (<i>and Design</i>) 
The HC Companies, Inc. (Delaware Corp.)	RN: 6853523 SN: 90549925	BIOPAX

U.S. Trademark Applications:

None.