

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM831036

<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>
The HC Companies, Inc.		08/01/2023	Corporation: DELAWARE
Amerikan, LLC		08/01/2023	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	2100 Ross Avenue, Suite 1850		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2386869	DILLEN	
<b>Registration Number:</b>	3317678	AMERIKAN	
<b>Registration Number:</b>	4365797	NATURAL ELEGANCE	
<b>Registration Number:</b>	5259750	THE HC COMPANIES	
<b>Registration Number:</b>	5259751	HC THE HC COMPANIES	
<b>Registration Number:</b>	5630403	ECOGROW ENVIRO-CONTAINERS	
<b>Registration Number:</b>	5630404	ECOGROW	
<b>Registration Number:</b>	5630405	ECOGROW	
<b>Registration Number:</b>	5671095	WAVE LOCK	
<b>Registration Number:</b>	5725029		
<b>Registration Number:</b>	5600684	LISTO	
<b>Registration Number:</b>	5600685	LISTO	
<b>Registration Number:</b>	6853523	BIOPAX	
<b>Registration Number:</b>	5259749	HC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$365.00 2386869

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

**Phone:** 617-523-2700  
**Email:** susan.dinicola@hklaw.com,kate.ferrara@hklaw.com  
**Correspondent Name:** Holland & Knight LLP  
**Address Line 1:** 10 St. James Avenue  
**Address Line 4:** Boston, MASSACHUSETTS 02116

<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola
<b>SIGNATURE:</b>	/Susan C. DiNicola/
<b>DATE SIGNED:</b>	08/10/2023

**Total Attachments: 6**  
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source=Peaches - PNC - U.S. Trademark Security Agreement - U.S. Trademarks Executed\_1#page3.tif  
source=Peaches - PNC - U.S. Trademark Security Agreement - U.S. Trademarks Executed\_1#page4.tif  
source=Peaches - PNC - U.S. Trademark Security Agreement - U.S. Trademarks Executed\_1#page5.tif  
source=Peaches - PNC - U.S. Trademark Security Agreement - U.S. Trademarks Executed\_1#page6.tif

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 PNC Bank, National Association, in its capacity as 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 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 Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the 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 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 Agent pursuant to the U.S. Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the 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 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 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 Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Agent pursuant to procedures approved by it.

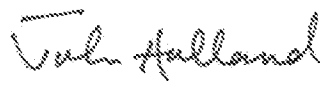
SECTION 6. Governing Law. This U.S. Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this U.S. Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall 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,

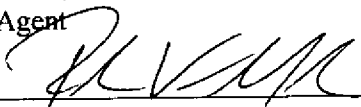
**THE HC COMPANIES, INC.  
AMERIKAN, LLC**

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:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:  \_\_\_\_\_

Name: Robin Van Meter  
Title: Senior Vice President

[U.S. Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008163 FRAME: 0236**

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

**U.S. Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
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.