

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834324

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delaware Valley Floral Group, LLC		08/24/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Administrative Agent		
Street Address:	225 West Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5066134	FRESHBLOOMS	
Registration Number:	5066133	FRESHBLOOMS	
Registration Number:	4720376	DV GROWER DIRECT	
Registration Number:	4727239	DV GROWER DIRECT	
Registration Number:	4726668	DVFLORA	
CORRESPONDENCE DATA			
Fax Number:	8602402701		
<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:	8602402935		
Email:	michelle.fournier@morganlewis.com		
Correspondent Name:	Michelle Fournier		
Address Line 1:	Morgan, Lewis & Bockius LLP		
Address Line 2:	One State Street		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Michelle Walters Fournier		
SIGNATURE:	/Michelle Walters Fournier/		
DATE SIGNED:	08/24/2023		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 24, 2023, is made by Borrower (as defined below) (the "Grantor"), in favor of ALTER DOMUS (US) LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 24, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Delaware Valley Floral Group, LLC, a Delaware limited liability company (together with its successors and permitted assigns, "**Borrower**"), DVFG Intermediate Holding, LLC, a Delaware limited liability company (together with its successors and permitted assigns, "**Holdings**") as a guarantor, the other guarantors listed on the signature pages hereto (together with Holdings, the "**Guarantors**"), and any other direct and indirect subsidiaries of Holdings from time to time hereafter made parties thereto in favor of Alter Domus (US) LLC, in its capacity as administrative agent (in such capacity, together with its successors and assigns, the "**Administrative Agent**") for the Secured Parties, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to the Security Agreement (as defined in the Credit Agreement) pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its United States trademark registrations and applications, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Provided, that notwithstanding the foregoing, the Grantor does not grant a security interest or Lien on any Excluded Property; provided, that (A) the security interest granted hereby shall attach at all times to (and Collateral shall include) all Proceeds of Excluded Property (other than Proceeds that constitute Excluded Property) and (B) any Excluded Property that ceases to be Excluded Property shall automatically, without the action of any other Person, become Collateral.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6. Loan Document. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents. In the event of a conflict between the terms and conditions of this Trademark Agreement and the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control.

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

DELAWARE VALLEY FLORAL GROUP, LLC,
as Grantor

By: DVFG Intermediate Holding, LLC
Its: Member

By: DVFG HoldingCo, LLC
Its: Member

DocuSigned by:
By: Stephen D. Owens
Name: Stephen D. Owens
Title: Manager

By: _____
Name: Hootan Yaghoobzadeh
Title: Manager

[Signature Page To Trademark Security Agreement]

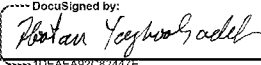
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DELAWARE VALLEY FLORAL GROUP, LLC,
as Grantor

By: DVFG Intermediate Holding, LLC
Its: Member

By: DVFG HoldingCo, LLC
Its: Member


By: _____
Name: Stephen D. Owens
Title: Manager

By:  _____
Name: Hootan Yaghoobzadeh
Title: Manager

[Signature Page To Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC,
as Administrative Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page To Trademark Security Agreement]

Schedule 1
Trademarks

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Owner(s)</u>	<u>Registration Date</u>
US	FRESHBLOOMS	5,066,134	Delaware Valley Floral Group, Inc.	October 18, 2016
US	FRESHBLOOMS	5,066,133	Delaware Valley Floral Group, Inc.	October 18, 2016
US	DV GROWER DIRECT 	4,720,376	Delaware Valley Floral Group, Inc.	April 14, 2015
US	DV GROWER DIRECT	4,727,239	Delaware Valley Floral Group, Inc.	April 28, 2015
US	DVFLORA	4,726,668 (April 28, 2015)	Delaware Valley Floral Group, Inc.	April 28, 2015