

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451620

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HARVEST POWER, INC.		11/13/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION, AS AGENT		
Street Address:	500 FIRST AVENUE		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1786370	GARDEN PRO	
Registration Number:	2330480	SOIL KING	
Registration Number:	3083653	COLOURSCAPES	
Registration Number:	2994856	GARDEN PRO	
Registration Number:	3001446	NATURE'S PRIDE	
Registration Number:	4128259	BANFE	
Registration Number:	4396815	GARDEN PRO	
Registration Number:	4441058	NATURE'S PRIDE SELECT	
Registration Number:	4523043	NUTRI-FIBRE	
Serial Number:	87643943	ORGANICS	
Registration Number:	4096673		
Registration Number:	4096672	SUPERPOWERED	
Registration Number:	4475462	HARVEST	
Registration Number:	4466699		
Registration Number:	4475461	SUPERPOWERED	
Registration Number:	4700680	TERM-A-RID	
Registration Number:	4709771	GREENPEET	
CORRESPONDENCE DATA			

OP \$440.00 1786370

Fax Number: 7037125050

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.

Phone: 7037125130

Email: rdbaker@mcguirewoods.com

Correspondent Name: REGINA BAKER

Address Line 1: 1750 TYSONS BOULEVARD

Address Line 2: SUITE 1800

Address Line 4: TYSONS, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	2050285-0354
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NAME OF SUBMITTER:	REGINA BAKER
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SIGNATURE:	/REGINA BAKER/
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DATE SIGNED:	11/20/2017
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Total Attachments: 6

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GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY ("Agreement") is dated as of November 13, 2017, by HARVEST POWER, INC., a Delaware corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association, as agent ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make loans to or for the benefit of Grantor and the other Credit Parties; and

WHEREAS, as security for the Credit Parties' obligations under the Credit Agreement, pursuant to the terms of the Credit Agreement, Grantor granted to Agent, for the benefit of Agent and the Lenders, a Lien on all intellectual property of Grantor, whether now owned or existing or hereafter acquired or arising; provided, that any such intellectual property shall exclude Excluded Property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and the Lenders, a Lien upon all of Grantor's presently existing or hereafter arising right, title and interest in and to all intellectual property referred to on Schedule A hereto (the "Intellectual Property"); provided, however, that the Intellectual Property shall exclude Excluded Property.

3. AGREEMENT. The security interests granted pursuant hereto are one and the same as those granted to Agent, on behalf of itself and the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that these rights and remedies of Agent with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed via facsimile or electronic mail transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.

5. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Intellectual Property to be executed and delivered by its duly authorized officer as of the date first set forth above.

HARVEST POWER, INC.

By:  _____

Name: Mark Weidman

Title: Chief Executive Officer

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY
(HARVEST POWER, INC.)
Signature Page

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TRADEMARK
REEL: 006210 FRAME: 0152

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

ACCEPTED AND ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION
as Agent

By: *Fred Kiehne*
Name: Fred Kiehne
Title: Senior Vice President

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(HARVEST POWER, INC.)
Signature Page

SCHEDULE A
to
GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

TRADEMARKS

Mark Application/ Mark Registration	Country	Registration No.	Registered Owner
GARDEN PRO	U.S.	1,786,370	Harvest Consumer Products, LLC
SOIL KING	U.S.	2,330,480	Harvest Consumer Products, LLC
COLOURSCAPES	U.S.	3,083,653	Harvest Consumer Products, LLC
GARDEN PRO	U.S.	2,994,856	Harvest Consumer Products, LLC
NATURE'S PRIDE	U.S.	3,001,446	Harvest Consumer Products, LLC
BANFE	U.S.	4,128,259	Harvest Consumer Products, LLC
GARDEN PRO	U.S.	4,396,815	Harvest Consumer Products, LLC
NATURE'S PRIDE SELECT	U.S.	4,441,058	Harvest Consumer Products, LLC
NUTRI-FIBRE	U.S.	4,523,043	Harvest Consumer Products, LLC
ORGANICS	U.S.	87643943 (Application No.)	Harvest Consumer Products, LLC
NUTRI-FIBRE	Canada	TMA893,473	Harvest Consumer Products, LLC (a predecessor entity to Harvest Consumer Products, LLC)
Miscellaneous Design (Harvest Icon)	U.S.	4,096,673	Harvest Power, Inc.
SUPERPOWERED	U.S.	4,096,672	Harvest Power, Inc.
HARVEST	U.S.	4,475,462	Harvest Power, Inc.
Miscellaneous Design (Harvest Icon)	U.S.	4,466,699	Harvest Power, Inc.
SUPERPOWERED	U.S.	4,475,461	Harvest Power, Inc.

TERM-A-RID	U.S.	4,700,680	Harvest Power, Inc.
GREENPEET	U.S.	4,709,771	Harvest Power, Inc.
HARVEST and Design	Canada	TMA836780	Harvest Power, Inc.
SUPERPOWERED	Canada	TMA836775	Harvest Power, Inc.
HARVEST and Design	Canada	TMA836779	Harvest Power, Inc.
TERM-A-RID	Canada	TMA933,533	Harvest Power, Inc.
TERM-A-RID	Mexico	1574442	Harvest Power, Inc.

PATENTS

Patent Description	Owner	Country Name	Application Number	Application Date/ Publication Date	Patent Number	Patent Date
Subterranean Alternating Digester System Method	Harvest Power, Inc.	Canada	CA2809461	2012-03-15	N/A	N/A
Subterranean Alternating Digester System Method	Jan Allen	U.S.	13/081,053	April 6, 2011	8,662,791	March 4, 2014