

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508134

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Perennials, LLC	FORMERLY Perennials, Inc.	01/31/2019	Limited Liability Company: TEXAS
David Sutherland, LLC	FORMERLY David Sutherland, Inc.	01/31/2019	Limited Liability Company: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	TWIN BROOK CAPITAL PARTNERS, LLC (as administrative agent)
<b>Street Address:</b>	300 SOUTH WACKER DRIVE, SUITE 3500
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3460357	PERENNIALS
Registration Number:	4743657	OUT & ABOUT
Registration Number:	4743453	PERENNIALS
Registration Number:	4743451	PERENNIALS
Registration Number:	4743450	PERENNIALS
Registration Number:	4743448	PERENNIALS
Registration Number:	2744318	SEE SEA
Registration Number:	4887752	SUTHERLAND
Registration Number:	4872913	ROVER
Registration Number:	4780926	SUTHERLAND
Registration Number:	4780744	SUTHERLAND
Registration Number:	4780743	SUTHERLAND
Registration Number:	4767859	DAVID SUTHERLAND
Registration Number:	3899683	DAVID SUTHERLAND
Registration Number:	3513620	ECOPLEX
Registration Number:	3380600	SUTHERLAND
Registration Number:	3574239	

CH \$440.00 3460357

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:**

*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:** 3127018637**Email:** ipdocket@mayerbrown.com**Correspondent Name:** William R. Siegel, Mayer Brown LLP**Address Line 1:** P.O. Box 2828**Address Line 4:** Chicago, ILLINOIS 60690-2828

<b>ATTORNEY DOCKET NUMBER:</b>	19607981
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<b>NAME OF SUBMITTER:</b>	William R. Siegel
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<b>SIGNATURE:</b>	/william r siegel/
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<b>DATE SIGNED:</b>	01/31/2019
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**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by each signatory party hereto (the "Grantors"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as administrative agent (in such capacity, "Agent"), for all Lenders party to the Credit Agreement referred to below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement.

WHEREAS, the Grantors own the trademarks and trademark applications listed on Schedule A annexed hereto;

WHEREAS, pursuant to that certain Credit Agreement, dated as of January 31, 2019 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"), by and among Perennials and Sutherland, LLC, a Delaware limited liability company, as borrower (the "Borrower"), and Twin Brook Capital Funding, LLC, as Agent for all Lenders and the financial institutions from time to time party thereto (together with their respective successors and permitted assigns, the "Lenders"), the Lenders agreed to make certain loans and extend certain other financial accommodations to or for the benefit of Borrower and Grantors; and

WHEREAS, pursuant to the Credit Agreement, the Borrower and Grantors entered into that certain Guarantee and Collateral Agreement, dated as of January 31, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), pursuant to which the Grantors granted to the Agent, as agent for the secured parties referred to therein, a continuing security interest in, among other Collateral, certain Trademarks of each Grantor and agreed to execute this Agreement for recording with the United States Patent and Trademark Office (the "USPTO") and any other appropriate Governmental Authorities;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and each Grantor hereby agree as follows:

Section 1. Incorporation of Collateral Agreement and Credit Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of the security interest herein with the USPTO. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Collateral Agreement. The Credit Agreement and the Collateral Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto and the security interest granted herein to the Agent is expressly subject to the terms and conditions thereof. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

Section 2. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete payment and performance of the Secured Obligations, each Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a

security interest in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the USPTO or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by such Grantor, including, without limitation, each trademark registration and application listed on Schedule A hereto (but excluding any “intent-to-use” applications for Trademarks filed under Section 1(b) of the Trademark Act, until such time as such Grantor begins to use such Trademarks and a statement or declaration of use has been accepted by the USPTO);
- b) all reissues, continuations or extensions of any of the foregoing;
- c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and
- d) all income, royalties and proceeds 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 claim by any Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment thereof of any Trademark or Trademark application listed on Schedule A hereto, or injury to the goodwill associated with any of the foregoing.

For clarity, no security interest is pledged, assigned or granted in any Excluded Property.

Section 3. Grantors Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Applications subject to a security interest hereunder.

Section 4. Release and Termination. At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Collateral Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to Grantors. At the request of each Grantor following any such termination, the Agent shall promptly execute and deliver to Grantors such documents as each Grantor reasonably requests to evidence such termination.

Section 5. Binding Effect. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Agent and its successors and assigns.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 7. Counterparts. This 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. Delivery of any executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first above written.

**GRANTORS:**

PERENNIALS, LLC

By: *Ann Sutherland*

Name: Ann Sutherland

Title: Chief Executive Officer

DAVID SUTHERLAND, LLC

By: *Ann Sutherland*

Name: Ann Sutherland

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006546 FRAME: 0643**

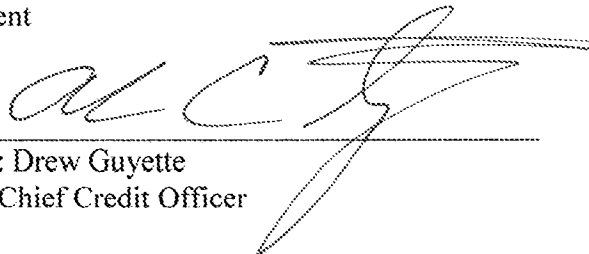
ACKNOWLEDGED AND AGREED  
as of the date first above written:

**TWIN BROOK CAPITAL PARTNERS, LLC,**  
as Agent

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

Name: Drew Guyette

Title: Chief Credit Officer

A handwritten signature in black ink, appearing to read 'Drew Guyette', is written over a horizontal dotted line. The signature is stylized and extends slightly below the line.

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006546 FRAME: 0644**


## SCHEDULE A

### TRADEMARKS AND TRADEMARK APPLICATIONS

#### TRADEMARKS

<u>Grantor</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
Perennials, LLC (f/k/a Perennials, Inc.)*	United States	77159919	4/18/2007	3460357	7/8/2008	PERENNIALS
Perennials, LLC (f/k/a Perennials, Inc.)*	United States	86428064	10/20/2014	4743657	5/26/2015	OUT & ABOUT
Perennials, LLC (f/k/a Perennials, Inc.)*	United States	86417983	10/8/2014	4743453	5/26/2015	PERENNIALS
Perennials, LLC (f/k/a Perennials, Inc.)*	United States	86417973	10/8/2014	4743451	5/26/2015	PERENNIALS
Perennials, LLC (f/k/a Perennials, Inc.)*	United States	86417969	10/8/2014	4743450	5/26/2015	PERENNIALS
Perennials, LLC (f/k/a Perennials, Inc.)*	United States	86417964	10/8/2014	4743448	5/26/2015	PERENNIALS
Perennials, LLC (f/k/a Perennials, Inc.)*	United States	76353369	1/27/2001	2744318	7/29/2003	SEE SEA
David Sutherland, LLC (f/k/a David Sutherland, Inc.)	United States	86435171	10/27/2014	4887752	1/19/2016	SUTHERLAND
David Sutherland, LLC (f/k/a David Sutherland, Inc.)	United States	86430022	10/21/2014	4872913	12/22/2015	ROVER
David Sutherland, LLC (f/k/a David Sutherland, Inc.)	United States	86453191	11/13/2014	4780926	7/28/2015	SUTHERLAND
David Sutherland, LLC (f/k/a David Sutherland, Inc.)	United States	86432775	10/23/2014	4780744	7/28/2015	SUTHERLAND
David Sutherland, LLC (f/k/a David Sutherland, Inc.)	United States	86432763	5/12/2015	4780743	7/28/2015	SUTHERLAND
David Sutherland, LLC (f/k/a David Sutherland, Inc.)	United States	86428147	10/20/2014	4767859	7/7/2015	DAVID SUTHERLAND
David Sutherland, LLC (f/k/a David Sutherland, Inc.)	United States	85024221	4/27/2010	3899683	1/4/2011	DAVID SUTHERLAND



<u>Grantor</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
Sutherland, Inc.)						
David Sutherland, LLC (f/k/a David Sutherland, Inc.)	United States	77223374	7/6/2007	3513620	10/7/2008	ECOPLEX
David Sutherland, LLC (f/k/a David Sutherland, Inc.)	United States	77159806	4/18/2007	3380600	2/12/2008	SUTHERLAND
David Sutherland, LLC (f/k/a David Sutherland, Inc.)	United States	77275576	9/10/2007	3574239	2/10/2009	

\* The change of name of the owner (Loan Party) for each of these registered trademarks from Perennials, Inc. to Perennials, LLC was filed with the U.S. Patent and Trademark Office on January 4, 2019, but has not yet been recorded.

#### TRADEMARK APPLICATIONS

[None]