

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM811159

|   |  |                          |                                       |
|---|--|--------------------------|---------------------------------------|
| <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>                    |
| EXPERIGREEN MGT, LLC  |  | 05/17/2023               | Limited Liability Company:<br>INDIANA |
| <b>RECEIVING PARTY DATA</b>   |  |                          |                                       |
| <b>Name:</b>  | Apogem Capital LLC, as Agent             |                          |                                       |
| <b>Street Address:</b>  | 227 West Monroe Street, Suite 5400       |                          |                                       |
| <b>City:</b>  | Chicago                                  |                          |                                       |
| <b>State/Country:</b>   | ILLINOIS                                 |                          |                                       |
| <b>Postal Code:</b>   | 60606                                    |                          |                                       |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE      |                          |                                       |
| <b>PROPERTY NUMBERS Total: 5</b>  |  |                          |                                       |
| <b>Property Type</b>  | <b>Number</b>                            | <b>Word Mark</b>         |                                       |
| <b>Serial Number:</b>   | 87214764                                 | EXPERIGREEN              |                                       |
| <b>Serial Number:</b>   | 87214759                                 | EXPERIGREEN              |                                       |
| <b>Serial Number:</b>   | 86745532                                 | NURTURING A DIFFERENCE   |                                       |
| <b>Serial Number:</b>   | 86540704                                 | THE ORGANIC TURF COMPANY |                                       |
| <b>Serial Number:</b>   | 88148519                                 | THE ORGANIC TURF COMPANY |                                       |
| <b>CORRESPONDENCE DATA</b>  |  |                          |                                       |
| <b>Fax Number:</b>  | 3129021061                               |                          |                                       |
| <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> |  |                          |                                       |
| <b>Phone:</b>   | 312-577-8438                             |                          |                                       |
| <b>Email:</b>   | raquel.haleem@katten.com                 |                          |                                       |
| <b>Correspondent Name:</b>  | Raquel Haleem c/o Katten Muchin Rosenman |                          |                                       |
| <b>Address Line 1:</b>  | 525 West Monroe Street                   |                          |                                       |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60661                  |                          |                                       |
| <b>NAME OF SUBMITTER:</b>   | Raquel Haleem                            |                          |                                       |
| <b>SIGNATURE:</b>   | /Raquel Haleem/                          |                          |                                       |
| <b>DATE SIGNED:</b>   | 05/17/2023                               |                          |                                       |
| <b>Total Attachments: 5</b>   |  |                          |                                       |
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 17, 2023, by EXPERIGREEN MGT, LLC, an Indiana limited liability company (“Grantor”), in favor of APOGEM CAPITAL LLC, in its capacity as agent (“Agent”) for all of the Lenders (as hereinafter defined).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 17, 2023 by and among Grantor, together with ExperiGreen Intermediate Holdings, Inc., a Delaware corporation (“Intermediate”), ExperiGreen Canada Acquisition, ULC, an unlimited liability company formed under the laws of British Columbia, Canada (“Canada Acquisition”; together with Grantor, Intermediate, and each other Person who becomes a borrower thereunder, including, from and after the consummation of the Closing Date Acquisition, Hometurf Lawn Care ULC, an unlimited liability company formed under the laws of British Columbia, Canada, each a “Borrower” and collectively, the “Borrowers”), Agent and the lenders (“Lenders”) from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders and (to the extent provided therein) their Affiliates, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and 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 Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything in this Trademark Security Agreement to the contrary, the Trademark Collateral shall not include any Excluded Property.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[signature pages follow]

IN WITNESS WHEREOF, 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.

**EXPERIGREEN MGT, LLC**, an Indiana limited liability company

*Brian Rassel*

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

Name: Brian Rassel

Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

**APOGEM CAPITAL LLC,**  
as Agent

By:   
Name: Timothy Day  
Title: Vice President

**SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT**

| <b>Trademark</b>                  | <b>Application Number</b> | <b>Application Date</b> | <b>Registration Number</b> | <b>Registration Date</b> | <b>Jurisdiction</b> |
|-----------------------------------|---------------------------|-------------------------|----------------------------|--------------------------|---------------------|
| ExperiGreen                       | 87214764                  | 10/25/16                | 5,366,067                  | 12/26/17                 | United States       |
| ExperiGreen                       | 87214759                  | 10/25/16                | 5,366,066                  | 12/26/17                 | United States       |
| NURTURING<br>A<br>DIFFERENCE      | 86745532                  | 9/02/15                 | 5,052,760                  | 10/04/16                 | United States       |
| THE<br>ORGANIC<br>TURF<br>COMPANY | 86540704                  | 2/20/15                 | 4,835,461                  | 10/20/15                 | United States       |
| THE<br>ORGANIC<br>TURF<br>COMPANY | 88148519                  | 10/09/18                | 6,060,655                  | 5/19/20                  | United States       |