

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pennington Seed, Inc.		12/05/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank, as Administrative Agent
Street Address:	303 Peachtree Street
Internal Address:	23rd Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Banking Corporation: GEORGIA

PROPERTY NUMBERS Total: 84

Property Type	Number	Word Mark
Serial Number:	85043148	ALLSEED
Serial Number:	85340655	AMERICA'S LAWN
Serial Number:	78397144	AMERICA'S LAWN
Serial Number:	85282012	AMERICA'S PASTURE
Serial Number:	73378429	BIRD-KOTE
Serial Number:	85048564	BIRD'S EYE VIEW NATURE INSPIRED
Serial Number:	85125967	
Serial Number:	85089918	CEDAR SQUIRREL SNACKER
Serial Number:	85047585	CEDAR WORKS
Serial Number:	85047598	CEDAR WORKS
Serial Number:	85520089	CHICK-A-DEE
Serial Number:	74549352	
Serial Number:	74074042	

CH \$2115.00 85043148

Serial Number:	77859343	COMPLETE SEEDING MIX
Serial Number:	78552842	COOPERATIVE TURFGRASS BREEDERS TEST
Serial Number:	74583478	DELUXE DINNER MIX
Serial Number:	85207322	DR DISEASE RESISTANT
Serial Number:	78271037	ELIMINATOR
Serial Number:	77932357	ER EXTENDED ROOT SEED VARIETIES
Serial Number:	76322967	FRONT RUNNER IN TURF GRASS RESEARCH
Serial Number:	85126172	THE GRASS SEED PEOPLE
Serial Number:	73646940	GREEN CHARM
Serial Number:	74016386	GREEN CHARM
Serial Number:	74801487	GREEN CHARM
Serial Number:	85520062	GROW BEAUTIFULLY WITH PENNINGTON
Serial Number:	85125991	
Serial Number:	74584384	
Serial Number:	77227905	MYCO ADVANTAGE
Serial Number:	85731017	NATURE'S HEAT
Serial Number:	78424611	NATURE'S MARKET
Serial Number:	85282001	PASTURE MASTER
Serial Number:	72272677	PENNAQUA PAC
Serial Number:	73534106	PENNGREEN
Serial Number:	85449316	PENNINGTON
Serial Number:	78397658	PENNINGTON
Serial Number:	85126004	PENNINGTON
Serial Number:	85126164	PENNINGTON 1 STEP COMPLETE
Serial Number:	85442380	PENNINGTON AQUAGARDEN BEAUTIFULLY SIMPLE
Serial Number:	78121809	PENNINGTON MASTERPIECE COLLECTION
Serial Number:	77649433	PENNINGTON NATURE'S HEAT PELLETS
Serial Number:	78960641	PENNINGTON NATURE'S HEAT PELLETS
Serial Number:	73621015	PENNINGTON RESEEDER
Serial Number:	73331531	PENNINGTON SEED
Serial Number:	77144441	PENNINGTON SEED PROFESSIONAL SELECT
Serial Number:	77034178	PENNINGTON SEED SIGNATURE SERIES
Serial Number:	77142121	PENNINGTON SEED SMART SEED
Serial Number:	77578909	PENNINGTON SEED SMART SEED
Serial Number:	78907745	PENNINGTON SELECT

TRADEMARK

REEL: 005178 FRAME: 0861

	85126186	
Serial Number:	85126158	PENNINGTON THE GRASS SEED PEOPLE 1 STEP
Serial Number:	85398902	QUIKGROW2X
Serial Number:	85408267	QUIKGROW2X
Serial Number:	77389099	RACKMASTER
Serial Number:	78164017	RAINBOW VALLEY
Serial Number:	77564676	RAPIDRESULTS
Serial Number:	77968091	THE REBELS BRAND
Serial Number:	85422103	THE REBELS COMPLETE
Serial Number:	78164537	ROYAL BLEND
Serial Number:	77649414	SLOPEMASTER
Serial Number:	77142122	SLOPEMASTER
Serial Number:	85125983	SMART SEED
Serial Number:	78164026	SUPERGRAZE
Serial Number:	77864946	THE ULTIMATE PATCH
Serial Number:	77579006	THE ULTIMATE SEED
Serial Number:	78969795	WATER STAR
Serial Number:	85228900	WATER STAR
Serial Number:	76590380	WINGMASTER
Serial Number:	78711537	BERMUDA PLUS
Serial Number:	75423572	BERMUDA TRIANGLE
Serial Number:	78711523	CONTRACTOR'S PLUS
Serial Number:	78861825	FEEDING FRENZY
Serial Number:	73646686	KWIK GRASS
Serial Number:	73647330	NATURAL SPRINGS NECTAR
Serial Number:	73191767	PENKOTED
Serial Number:	78339278	PRINCESS
Serial Number:	73660399	PROCARE
Serial Number:	76540288	REBEL
Serial Number:	76322586	REBEL IV
Serial Number:	78720570	REBEL SRT
Serial Number:	76527641	THE REBELS
Serial Number:	76527642	THE REBELS
Serial Number:	76347543	THE REBELS
Serial Number:	78711528	SUN AND SHADE PLUS

73540089

TRI-PLEX

CORRESPONDENCE DATA

Fax Number: 4045818330

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: Sidney R. Brown, Jones Day

Address Line 1: 1420 Peachtree Street, NE

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

566957-640047

NAME OF SUBMITTER:

Sidney R. Brown

Signature:

/Sidney R. Brown/

Date:

12/18/2013

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 5, 2013 (this "Agreement"), is made by PENNINGTON SEED, INC., a Delaware corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor and certain of its affiliates, the lenders from time to time parties thereto (the "Lenders"), the issuing bank party thereto and the Administrative Agent have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor and certain of its affiliates have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and 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 (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

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

(iv) 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.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

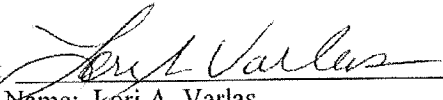
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

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 law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the 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.

PENNINGTON SEED, INC.

By: 
Name: Lori A. Varlas
Title: Chief Financial Officer


[PENNINGTON SEED – TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005178 FRAME: 0866

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: 
Name: William Street
Title: Director

[PENNINGTON SEED - TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005178 FRAME: 0867

SCHEDULE I

Trademarks and Trademark Licenses

REGISTERED TRADEMARKS, APPLICATIONS AND LICENSES

Registered Trademark	Registration No	Serial No	Registration Date	Country
ALLSEED	4051587	85043148	11/8/2011	USA
AMERICA'S LAWN	4087475	85340655	1/17/2012	USA
AMERICA'S LAWN	2961593	78397144	6/7/2005	USA
AMERICA'S PASTURE	4,066,432	85282012	12/6/2011	USA
BIRD-KOTE	1261088	73378429	12/13/1983	USA
BIRD'S EYE VIEW NATURE INSPIRED & design	4,273,997	85048564	1/15/2013	USA
BODY WITH GRASS design	N/A	85125967	N/A	USA
CEDAR SQUIRREL SNACKER	4092979	85089918	1/31/2012	USA
CEDAR WORKS	4069381	85047585	12/13/2011	USA
CEDAR WORKS & design	4069382	85047598	12/13/2011	USA
CHICK-A-DEE	4388895	85520089	8/20/2013	USA
Color Gradation (grass seed)	1952459	74549352	1/30/1996	USA
Color Gradation (grass seed)	1830039	74074042	4/5/1994	USA
COMPLETE SEEDING MIX	3882303	77859343	11/30/2010	USA
Cooperative Turfgrass Breeders Test	3,135,076	78552842	8/29/2006	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
DELUXE DINNER MIX	2018459	74583478	11/19/1996	USA
DR DISEASE RESISTANT	4165373	85207322	6/26/2012	USA
ELIMINATOR	3325556	78271037	10/30/2007	USA
ER EXTENDED ROOT SEED VARIETIES & design	4,060,632	77932357	11/22/2011	USA
Front Runner in Turf Grass Research	2,725,562	76322967	6/10/2003	USA
GRASS SEED PEOPLE, THE	4136264	85126172	5/1/2012	USA
GREEN CHARM	1466067	73646940	11/24/1987	USA
GREEN CHARM	1620784	74016386	11/6/1990	USA
GREEN CHARM	1818316	74801487	1/25/1994	USA
GROW BEAUTIFULLY WITH PENNINGTON	N/A	85520062	N/A	USA
HANDS design	N/A	85125991	N/A	USA
Miscellaneous Design (Grass stalks)	1,927,936	74584384	10/17/1995	USA
MYCO ADVANTAGE	3600907	77227905	4/7/2009	USA
Nature's Heat	4346021	85731017	6/4/2013	USA
NATURE'S MARKET	2992144	78424611	9/6/2005	USA
PASTURE MASTER	4,059,436	85282001	11/22/2011	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
PENNAQUA PAC & design	852144	72272677	7/9/1968	USA
PENNGREEN	1363966	73534106	10/8/1985	USA
PENNINGTON	N/A	85449316	N/A	USA
PENNINGTON	3017484	78397658	11/22/2005	USA
PENNINGTON & design (SHIELD)	N/A	85126004	N/A	USA
PENNINGTON 1 STEP COMPLETE	4013851	85126164	8/16/2011	USA
PENNINGTON AQUAGARDEN BEAUTIFULLY SIMPLE WATER GARDENING & design	4369274	85442380	7/16/2013	USA
PENNINGTON MASTERPIECE COLLECTION	2700477	78121809	3/25/2003	USA
PENNINGTON NATURE'S HEAT PELLETS	3651077	77649433	7/7/2009	USA
PENNINGTON NATURE'S HEAT PELLETS & design	3390282	78960641	2/26/2008	USA
PENNINGTON RESEEDER	1465734	73621015	11/17/1987	USA
PENNINGTON SEED & design	1252388	73331531	9/27/1983	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
PENNINGTON SEED PROFESSIONAL SELECT	3380531	77144441	2/12/2008	USA
PENNINGTON SEED SIGNATURE SERIES	3338028	77034178	11/20/2007	USA
PENNINGTON SEED SMART SEED	3544275	77142121	12/9/2008	USA
PENNINGTON SEED SMART SEED & design	3615524	77578909	5/5/2009	USA
PENNINGTON SELECT	3286237	78907745	8/28/2007	USA
PENNINGTON SHIELD W/O WORDS (design only)	N/A	85126186	N/A	USA
PENNINGTON THE GRASS SEED PEOPLE 1 STEP COMPLETE	4,061,261	85126158	11/22/2011	USA
QUIKGROW2X	4215254	85398902	9/25/2012	USA
QUIKGROW2X & design	4265378	85408267	12/25/2012	USA
RACKMASTER	3495827	77389099	9/2/2008	USA
RAINBOW VALLEY	2939590	78164017	4/12/2005	USA
RAPIDRESULTS	3729531	77564676	12/22/2009	USA
REBELS BRAND, THE	3922070	77968091	2/22/2011	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
REBELS COMPLETE, THE	N/A	85422103	N/A	USA
ROYAL BLEND	2732339	78164537	7/1/2003	USA
SLOPEMASTER	3651076	77649414	7/7/2009	USA
SLOPEMASTER & design	3561775	77142122	1/13/2009	USA
SMART SEED & design	4043159	85125983	10/18/2011	USA
SUPERGRAZE	2732335	78164026	7/1/2003	USA
ULTIMATE PATCH, THE	3801398	77864946	6/8/2010	USA
ULTIMATE SEED, THE & design	3617825	77579006	5/5/2009	USA
WATER STAR	3474131	78969795	7/22/2008	USA
WATER STAR	4183993	85228900	7/31/2012	USA
WINGMASTER	2954535	76590380	5/24/2005	USA
BERMUDA PLUS	3366768	78711537	1/8/2008	USA
BERMUDA TRIANGLE	2248355	75423572	5/25/1999	USA
CONTRACTOR'S PLUS	3442416	78711523	6/3/2008	USA
FEEDING FRENZY	3341836	78861825	11/20/2007	USA
KWIK GRASS - supplemental	1488001	73646686	5/10/1988	USA
NATURAL SPRINGS NECTAR	1487698	73647330	5/10/1988	USA
PENKOTED	1154120	73191767	5/12/1981	USA
PRINCESS	2941808	78339278	4/19/2005	USA
PROCARE	1472759	73660399	1/19/1988	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
REBEL	3387203	76540288	2/26/2008	USA
REBEL IV	2858384	76322586	6/29/2004	USA
REBEL SRT	3432845	78720570	5/20/2008	USA
REBELS, THE & design	3506832	76527641	9/30/2008	USA
REBELS, THE & design	3555640	76527642	1/6/2009	USA
REBELS, THE & design	2684935	76347543	2/4/2003	USA
SUN AND SHADE PLUS	3370374	78711528	1/15/2008	USA
TRI-PLEX	1391788	73540089	4/29/1986	USA