

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402080

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harrell's, LLC		10/03/2016	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank		
Street Address:	5105 New Tampa Highway		
City:	Lakeland		
State/Country:	FLORIDA		
Postal Code:	33815		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4107418	BIO-MAX	
Registration Number:	4168103	CUSTOGRAPH	
Registration Number:	3439127	CUSTOMIX	
Registration Number:	4929271	DORMANT GREEN	
Registration Number:	4219572	EARTHMAX	
Registration Number:	3636170	FLEET	
Registration Number:	3512516	GROWING A BETTER WORLD	
Registration Number:	3361401	HARRELL'S MAX	
Registration Number:	4561189	HARRELL'S ECOMAX	
Registration Number:	4349903	HARRELL'S HYDROMAX	
Registration Number:	4349910	HARRELL'S PROFERTILIZER	
Registration Number:	4320200	HARRELL'S SPRAYMAX	
Registration Number:	4743737	HYDRO-90	
Registration Number:	4773056	HYDRO-INJECT	
Registration Number:	3636251	HYDROTECH	
Registration Number:	4369810	NITRATE PLUS 6-0-0	
Registration Number:	4168089	PAR	
Registration Number:	4735974	SCB	
Registration Number:	3644379	SYMPHONY	
TRADEMARK			

OP \$540.00 4107418

Property Type	Number	Word Mark
Registration Number:	4168049	TITLE PHYTE
Serial Number:	87057916	HYDRO-CURE

CORRESPONDENCE DATA

Fax Number: 3125786666

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: 3122633600

Email: renee.lewis@hklaw.com, maureen.drews@hklaw.com

Correspondent Name: Renee P. Lewis

Address Line 1: Holland & Knight LLP

Address Line 2: 131 S. Dearborn Street, 30th floor

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Renee P. Lewis
SIGNATURE:	/Renee P. Lewis/
DATE SIGNED:	10/14/2016

Total Attachments: 6
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**SECURITY INTEREST GRANT
INTELLECTUAL PROPERTY**

October 3, 2016

WHEREAS, Harrell's, LLC, a Florida limited liability company (the "Grantor"), and Wells Fargo Bank (the "Lender" and the "Grantee"), located at 5105 New Tampa Highway, Lakeland, FL 33815, Harrell's, Inc., and Harrell's Horticultural Products, LLC, have entered into an Amended and Restated Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, respectively, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantor created in favor of the Lender a security interest in, and the Lender has become a secured creditor with respect to, substantially all assets of said Grantor, which includes the Intellectual Property Collateral (as defined below); and

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in, various intangible assets, including the Intellectual Property Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants to the Lender for the benefit of itself and the other Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral");

(A) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

(D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any of the foregoing.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Intellectual Property Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Security Interest Grant Intellectual Property (the "Grant") shall be construed in accordance with and governed by the laws of the State of Florida applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of the Grant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Grant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Grant.

Terms defined in the Credit Agreement and used herein without other definition shall have the respective meanings assigned to them in the Credit Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the Grantor has caused this Security Interest Grant Intellectual Property to be duly executed by its respective officer effective as of the date first written above.

GRANTOR:

Harrell's, LLC

By:


Jack R. Harrell, Jr., Chief Executive Officer

Signature Page for Security Interest Grant Intellectual Property

SCHEDULE A
PATENTS

None

SCHEDULE B
TRADEMARKS/SERVICE MARKS

<u>Mark</u>	<u>Reg. No./Serial No.</u>	<u>Reg. Date/App. Date</u>	<u>Country</u>	<u>Grantor/Owner</u>
BIO-MAX (Stylized)	4,107,418	3/8/2012	United States	Harrell's, LLC
CUSTOGRAPH	4,168,103	7/3/2012	United States	Harrell's, LLC
CUSTOMIX	3,439,127	6/3/2008	United States	Harrell's, LLC
DORMANT GREEN	4,929,271	3/29/2016	United States	Harrell's, LLC
EARTHMAX	4,219,572	10/2/2012	United States	Harrell's, LLC
FLEET	3,636,170	6/9/2009	United States	Harrell's, LLC
GROWING A BETTER WORLD	3,512,516	10/7/2008	United States	Harrell's, LLC
HARRELL'S MAX	3,361,401	1/1/2008	United States	Harrell's, LLC
HARRELL'S ECOMAX	4,561,189	7/1/2014	United States	Harrell's, LLC
HARRELL'S HYDROMAX	4,349,903	6/11/2013	United States	Harrell's, LLC
HARRELL'S PROFERTILIZER	4,349,910	6/11/2013	United States	Harrell's, LLC
HARRELL'S SPRAYMAX	4,320,200	4/16/2013	United States	Harrell's, LLC
HYDRO-90	4,743,737	5/26/2015	United States	Harrell's, LLC
HYDRO-INJECT	4,773,056	7/14/2015	United States	Harrell's, LLC
HYDROTECH	3,636,251	6/9/2009	United States	Harrell's, LLC
NITRATE PLUS 6- 0-0	4,369,810	7/16/2013	United States	Harrell's, LLC
PAR	4,168,089	7/3/2012	United States	Harrell's, LLC
SCB	4,735,974	5/12/2015	United States	Harrell's, LLC
SYMPHONY	3,644,379	6/23/2009	United States	Harrell's, LLC
TITLE PHYTE	4,168,049	7/3/2012	United States	Harrell's, LLC
HYDRO-CURE	87/057916	6/2/2016	United States	Harrell's, LLC

SCHEDULE C
COPYRIGHTS

None