

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427390

<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>
Hydrofarm, LLC		05/12/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Agent		
<b>Street Address:</b>	135 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 45</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2454471	GARDEN INDOORS	
<b>Registration Number:</b>	3066838	AGROBRITE	
<b>Registration Number:</b>	3083822	PARSOURCE	
<b>Registration Number:</b>	3099322	POWERHOUSE	
<b>Registration Number:</b>	3023640	GERMINATION STATION	
<b>Registration Number:</b>	4732004	GEOLITE	
<b>Registration Number:</b>	3170119	JUMP START GROW LIGHT	
<b>Registration Number:</b>	4132352	PHANTOM DIGITAL	
<b>Registration Number:</b>	4265442	DIRT POT	
<b>Registration Number:</b>	4227405	PHANTOM BALLAST	
<b>Registration Number:</b>	4339432	LIGHTHOUSE CONTROLLED ENVIRONMENT	
<b>Registration Number:</b>	4247153	RAM RAPID AIR MOVEMENT	
<b>Registration Number:</b>	4247136	ENVIROGRO	
<b>Registration Number:</b>	4216617	ACCELAROOT	
<b>Registration Number:</b>	4256202	ROOT!T	
<b>Registration Number:</b>	4400936	AUTOPILOT	
<b>Registration Number:</b>	2158507	AGROSUN	
<b>Registration Number:</b>	4672188	BUILD!T	
<b>Registration Number:</b>	4863490	GROW!T	
<b>TRADEMARK</b>			

CH \$1140.00 2454471

Property Type	Number	Word Mark
Registration Number:	4552373	PLANT!T
Registration Number:	4527773	ACTIVEAQUA
Registration Number:	4531660	ACTIVE AIR
Registration Number:	4324482	ACTIVE EYE
Registration Number:	3293531	C. A. P. CUSTOM AUTOMATED PRODUCTS
Registration Number:	3981983	DIGILUX
Registration Number:	3802385	HARVEST SUN
Registration Number:	4358102	RADIANT
Registration Number:	3553035	LUMECOOL
Registration Number:	3553034	LUMESUN
Registration Number:	4434559	QUANTUM HORTICULTURE
Registration Number:	4922360	VALULINE
Registration Number:	3553033	XTREME
Registration Number:	4133501	PHAT
Registration Number:	3308222	PHAT HYDRO
Registration Number:	3419990	THIRSTY LIGHT
Registration Number:	4917088	RAPTOR
Registration Number:	4677189	DIRT GENIUS
Registration Number:	4558554	LENDING MOTHER NATURE A HAND
Registration Number:	5136515	OXYCLONE
Registration Number:	2668273	DAYSPOT
Serial Number:	87297567	TROPICOCO
Registration Number:	1305949	HYDROFARM
Registration Number:	2978948	XTRASUN
Registration Number:	2877675	SUNBURST
Serial Number:	87312477	EARTH & SURF

**CORRESPONDENCE DATA**

**Fax Number:** 3125585700

*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:** (312) 558-6352

**Email:** mfoy@winston.com

**Correspondent Name:** Michelle Foy, Winston & Strawn LLP

**Address Line 1:** 35 West Wacker Drive

**Address Line 2:** Suite 4200

**Address Line 4:** Chicago, ILLINOIS 60601-9703

**ATTORNEY DOCKET NUMBER:** 1740.312

**NAME OF SUBMITTER:** Michelle Foy

<b>SIGNATURE:</b>	/Michelle Foy/
<b>DATE SIGNED:</b>	05/12/2017
<b>Total Attachments: 7</b> source=Hydrofarm ABL Trademark Security Agreement#page1.tif source=Hydrofarm ABL Trademark Security Agreement#page2.tif source=Hydrofarm ABL Trademark Security Agreement#page3.tif source=Hydrofarm ABL Trademark Security Agreement#page4.tif source=Hydrofarm ABL Trademark Security Agreement#page5.tif source=Hydrofarm ABL Trademark Security Agreement#page6.tif source=Hydrofarm ABL Trademark Security Agreement#page7.tif	

## TRADEMARK SECURITY AGREEMENT

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of May 12, 2017, is made by HYDROFARM, LLC, a California limited liability company (the "Grantor"), in favor of BANK OF AMERICA, N.A., as agent for the equal and ratable benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

The Grantor has executed and delivered that certain Loan and Security Agreement, dated as of May 12, 2017, in favor of Agent for the equal and ratable benefit of the Secured Parties (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"). The Grantor has pledged and granted to Agent a continuing security interest in substantially all of its intellectual property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Loan Agreement.

2. Grant of Security Interest. (a) This Agreement is made to secure the performance and payment of all of the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations which have not been asserted), Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the all of its intellectual property including the Trademarks acquired under this confirmatory grant. (b) The Grantor hereby pledges and grants to Agent, on behalf of and for the benefit of the Secured Parties, a lien in and security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (i) its trademarks (including service marks), trade names, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Schedule A, (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) and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement and all claims shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles except federal laws relating to national banks.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HYDROFARM,LLC

By: 


Name: Peter Wardenburg

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006057 FRAME: 0846**

BANK OF AMERICA, N.A.,  
as Agent

By:   
Name: Carin C. Julsgard  
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006057 FRAME: 0847**

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademarks

Trademark Registrations

<b>JURISDICTION</b>	<b>MARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>SERIAL NO.</b>
U.S.	GARDEN INDOORS	2,454,471	5/29/2001	75/642,960
U.S.	AGROBRITE	3,066,838	3/7/2006	78/495,648
U.S.	PARSOURCE	3,083,822	4/18/2006	78/524,364
U.S.	POWERHOUSE	3,099,322	5/30/2006	78/514,977
U.S.	GERMINATION STATION	3,023,640	12/6/2005	78/514,966
U.S.	GEOLITE	4,732,004	5/5/2015	85/844,623
U.S.	JUMP START GROW LIGHT	3,170,119	11/7/2006	78/682,637
U.S.	PHANTOM DIGITAL	4,132,352	4/24/2012	77/946,070
U.S.	DIRT POT	4,265,442	12/25/2012	85/424,730
European Union	DIRT POT	13074786	12/3/2014	13074786
U.S.	PHANTOM BALLAST	4,227,405	10/16/2012	85/424,695
U.S.	LIGHTHOUSE CONTROLLED ENVIRONMENT	4,339,432	5/21/2013	85/424,685
U.S.	RAM RAPID AIR MOVEMENT & Design	4,247,153	11/20/2012	85/431,252
U.S.	ENVIROGRO	4,247,136	11/20/2012	85/424,757
U.S.	ACCELAROOT	4,216,617	10/2/2012	85/424,645
U.S.	ROOT!T	4,256,202	12/11/2012	85/441,454
U.S.	AUTOPILOT	4,400,936	9/10/2013	85/534,252
U.S.	AGROSUN	2,158,507	5/19/1998	75/237216
U.S.	BUILD!T	4,672,188	1/13/2015	85/715,442
Canada	GROW !T			180795
U.S.	GROW !T	4,863,490	12/1/2015	85/715,435
U.S.	PLANT !T	4,552,373	6/17/2014	85/715,439
U.S.	ACTIVEAQUA	4,527,773	5/13/2014	85/742,965
U.S.	ACTIVE AIR	4,531,660	5/20/2014	85/742,982
U.S.	ACTIVE EYE	4,324,482	4/23/2013	85/743,001
U.S.	C.A.P. CUSTOM AUTOMATED PRODUCTS	3,293,531	9/18/2007	78/480,984
U.S.	DIGILUX	3,981,983	6/21/2011	77/714,957



U.S.	HARVEST SUN	3,802,385	6/15/2010	77/832,104
U.S.	RADIANT	4,358,102	6/25/2013	85/792,360
U.S.	LUMECOOL	3,553,035	12/30/2008	77/367,552
U.S.	LUMESUN	3,553,034	12/30/2008	77/367,542
U.S.	QUANTUM HORTICULTURE & DESIGN	4,434,559	11/19/2013	85/070,178
European Union	QUANTUM HORTICULTURE & DESIGN	9678021	6/28/2011	9678021
U.S.	VALULINE	4,922,360	3/22/2016	86/713,135
U.S.	XTREME	3,553,033	12/30/2008	77/367,472
U.S.	PHAT	4,133,501	5/1/2012	77/375,831
Canada	PHAT	TMA882819	7/24/2014	1,506,124
China	PHAT	8,981,908	1/7/2012	8,981,908
U.S.	PHAT HYDRO	3,308,222	10/9/2007	78/457,000
Canada	PHAT HYDRO	TMA694,450	8/21/2007	1,225,258
China	PHAT HYDRO	8,981,909	1/7/2012	8,981,909
European Union	PHAT HYDRO	3,947,926	11/9/2005	3947926
China	PHAT HYDRO	8,981,910	1/7/2012	8,981,910
China	PHAT HYDRO	8,981,911	9/14/2012	8,981,911
U.S.	THIRSTY LIGHT	3,419,990	4/29/2008	78/646,271
U.S.	RAPTOR & Design	4,917,088	3/15/2016	86/488,194
U.S.	DIRT GENIUS	4,677,189	1/27/2015	85/764,032
U.S.	LENDING MOTHER NATURE A HAND	4,558,554	7/1/2014	85/920,186
U.S.	OXYCLONE	5,136,515	02/07/2017	87/066,781
European Union	HYDROFARM & Design	15302946	10/14/2016	15302946
U.S.	DAYSPOT	2,668,273	12/31/2002	76/272,609
U.S.	TROPICOCO			87/297,567
U.S.	EARTH & SURF		1/24/2017	87/312,477
U.S.	HYDROFARM	1,305,949	11/20/1984	73/409,330
U.S.	XTRASUN	2,978,948	7/26/2005	78/264,761
U.S.	SUNBURST	2,877,675	8/24/2004	78/298,804

Pending Trademark Applications

JURISDICTION	MARK	REG. NO.	REG. DATE	SERIAL NO.
Canada	<u>GROW !T</u>	-	-	180795
U.S.	<u>TROPICOCO</u>	-	-	87/297,567

U.S.	EARTH & SURF	-	87/312,477
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