

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428072

| | | | |
|-----------------------------------|-------------------------------------|-----------------------------------|------------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Hydrofarm, LLC | | 05/12/2017 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Brightwood Loan Services LLC | | |
| Street Address: | 810 7th Ave, 26th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 45 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2454471 | GARDEN INDOORS | |
| Registration Number: | 3066838 | AGROBRITE | |
| Registration Number: | 3083822 | PARSOURCE | |
| Registration Number: | 3099322 | POWERHOUSE | |
| Registration Number: | 3023640 | GERMINATION STATION | |
| Registration Number: | 4732004 | GEOLITE | |
| Registration Number: | 3170119 | JUMP START GROW LIGHT | |
| Registration Number: | 4132352 | PHANTOM DIGITAL | |
| Registration Number: | 4265442 | DIRT POT | |
| Registration Number: | 4227405 | PHANTOM BALLAST | |
| Registration Number: | 4339432 | LIGHTHOUSE CONTROLLED ENVIRONMENT | |
| Registration Number: | 4247153 | RAM RAPID AIR MOVEMENT | |
| Registration Number: | 4247136 | ENVIROGRO | |
| Registration Number: | 4216617 | ACCELAROOT | |
| Registration Number: | 4256202 | ROOT!T | |
| Registration Number: | 4400936 | AUTOPILOT | |
| Registration Number: | 2158507 | AGROSUN | |
| Registration Number: | 4672188 | BUILD!T | |
| Registration Number: | 4863490 | GROW!T | |
| TRADEMARK | | | |

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| Property Type | Number | Word Mark |
|----------------------|----------|------------------------------------|
| Registration Number: | 4552373 | PLANT!T |
| 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 |
| Serial Number: | 87312477 | EARTH & SURF |
| Registration Number: | 1305949 | HYDROFARM |
| Registration Number: | 2978948 | XTRASUN |
| Registration Number: | 2877675 | SUNBURST |
| Registration Number: | 4527773 | ACTIVEAQUA |

CORRESPONDENCE DATA

Fax Number: 9142862990

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: 914.286.2937

Email: lippmans@gtlaw.com,nairm@gtlaw.com

Correspondent Name: Sarah Y. Lippman

Address Line 1: 445 Hamilton Avenue, 9th fl.

Address Line 2: Greenberg Traurig, LLP

Address Line 4: White Plains, NEW YORK 10601

NAME OF SUBMITTER: Sarah Y. Lippman

SIGNATURE: /Sarah Lippman/

| | |
|---------------------|------------|
| DATE SIGNED: | 05/18/2017 |
|---------------------|------------|

Total Attachments: 6

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EXECUTION VERSION

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 Brightwood Loan Services LLC, as Administrative Agent (in its capacity as such, and together with any permitted successor administrative agent hereunder, the "Administrative Agent") for itself and on behalf of the Lenders from time to time party to the Credit Agreement (as defined below) and the other Secured Parties.

Pursuant to that certain Credit Agreement dated as of May 12, 2017 (as amended, restated, modified or supplemented, from time to time the "Credit Agreement"), among the Lenders from time to time party thereto, Administrative Agent, Hydrofarm Holdings LLC, a Delaware limited liability company ("Initial Borrower"; immediately upon consummation of the Hydrofarm Acquisition and execution of the Assumption Agreement, Initial Borrower shall be succeeded as a Borrower thereunder by Hydrofarm, LLC, a California limited liability company, EHH Holdings, LLC, a Delaware limited liability company, SunBlaster LLC, a Delaware limited liability company, and WJCO LLC, a Colorado limited liability company (collectively, the "Borrowers")) and the other Loan Parties from time to time party thereto, Lenders have agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein

The Grantor has executed and delivered that certain Security Agreement, dated as of May 12, 2017, in favor of the Administrative Agent for itself and on behalf of the Secured Parties (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"). The Grantor has pledged and granted to Administrative 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 Administrative 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 Credit 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), Administrative 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 Administrative 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 Administrative Agent in connection with the Credit Agreement and is expressly subject to the terms and conditions thereof. The Credit Agreement (and all rights and remedies of Administrative 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 Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit 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 Credit Agreement, the terms of the Credit 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: 

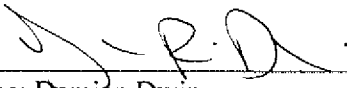
Name: Peter Wardenburg


Title: President and Chief Executive Officer

[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 006062 FRAME: 0462

BRIGHTWOOD LOAN SERVICES LLC,
as Administrative Agent

By: 
Name: Damien Dwin
Title: Authorized Person

By: 
Name: Phil Daniele
Title: Chief Risk Officer

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks

Trademark Registrations

| JURISDICTION | MARK | REG. NO. | REG. DATE | SERIAL NO. |
|---------------------|-----------------------------------|-----------------|------------------|-------------------|
| 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 | Pending | Pending | 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 |

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|----------------|-------------------------------|------------|------------|------------|
| 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 | Pending | Pending | 87/297,567 |
| U.S. | EARTH & SURF | Pending | 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 | GROW !T | - | - | 180795 |
| U.S. | TROPICOCO | - | - | 87/297,567 |
| U.S. | EARTH & SURF | - | - | 87/312,477 |

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RECORDED: 05/18/2017

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