

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556080

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EARLY MORNING LLC		12/06/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	2021925	(ISELI) 'JEAN'S DILLY'	
Registration Number:	2092035	12 MONTHS OF COLOR	
Registration Number:	4331783	ARCTIC JADE	
Registration Number:	4402625	AVALANCHE	
Registration Number:	2510466	COLORFUL CONIFERS	
Registration Number:	2581697	FANCIFUL GARDENS	
Registration Number:	5439885	FINAL FIRE	
Registration Number:	5434901	FIRST FLAME	
Serial Number:	87062458	ICE DRAGON	
Registration Number:	1482620	ISELI NURSERY	
Registration Number:	4249559	ISELI NURSERY	
Registration Number:	4339764	JACK FROST	
Registration Number:	5333139	LIVING ART	
Registration Number:	4328316	NORTH WIND	
Registration Number:	1010953	LIFE LADDER	
Registration Number:	4774325	PACIFIC RIM	
Serial Number:	87062465	PRIMO	
Registration Number:	1572269	RAINBOW'S END	
Registration Number:	2265701	TRUDWARF	

OP \$515.00 2021925

Property Type	Number	Word Mark
Registration Number:	1705937	WHERE THE BEAUTY OF NATURE MEETS THE ART

CORRESPONDENCE DATA

Fax Number: 2165665800
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: 2165665791
Email: Jennifer.Hardy@thompsonhine.com
Correspondent Name: David D. Thomas, Esq.
Address Line 1: 127 Public Square
Address Line 2: 3900 Key Center
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	David D. Thomas
SIGNATURE:	/s/ David D. Thomas
DATE SIGNED:	01/06/2020

Total Attachments: 19

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of the 6th day of December, 2019 by EARLY MORNING LLC, a Delaware limited liability company ("Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association ("Lender").

1. Recitals.

Pledgor and Gardens Alive, Inc., a Delaware corporation ("Gardens Alive" and, together with Pledgor, collectively, "Borrowers" and, individually, each a "Borrower"), are entering into that certain Credit and Security Agreement, dated as of December 6, 2019, with Lender (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement").

Pledgor understands that Lender is willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that Pledgor grant to Lender a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of Lender entering into the Credit Agreement and each financial accommodation granted to Borrowers by Lender, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A attached hereto.

"Collateral" means, collectively, all of Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general

intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

“Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by one or more Borrowers to Lender (or an affiliate of Lender) pursuant to the Credit Agreement and the other Loan Documents, and includes the principal of and interest on all Loans, and all obligations of any other Credit Party pursuant to Letters of Credit; (b) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (c) any fees, and any prepayment fees, payable pursuant to the Credit Agreement or any other Loan Document; (d) all obligations and liabilities of any Company now existing or hereafter incurred under, arising out of, or in connection with any Hedge Agreement with Lender (or an affiliate of Lender); (e) every other liability, now or hereafter owing to Lender (or any affiliate of Lender) by any Company, and includes, without limitation, every liability, whether owing by only one Borrower or by a Borrower with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by quasi-contract, tort, statute or other operation of law, whether incurred directly to Lender (or such affiliate) or acquired by Lender (or such affiliate) by purchase, pledge or otherwise and whether participated to or from Lender (or such affiliate) in whole or in part; and (f) all Related Expenses; provided that Obligations of a Credit Party shall not include Excluded Swap Obligations owing from such Credit Party.

“USCO” means the United States Copyright Office in Washington D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Pledgor hereby agrees that Lender shall at all times have, and hereby grants to Lender, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

4. Representations and Warranties. Pledgor hereby represents and warrants to Lender as follows:

4.1. Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. The Collateral is valid and enforceable.

4.3. Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons.

4.5. Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or, other than in the ordinary course of business, grant any license or sublicense with respect to, any of the Collateral without Lender's prior written consent, not to be unreasonably conditioned, withheld or delayed. Absent such prior written consent, any attempted sale or license is null and void. Absent an Event of Default, Pledgor shall be entitled to collect and retain rents, license fees and other charges and revenue generated from the use, license or sublicense of the Collateral (the "License Fees") as they become due and payable. Upon the occurrence of an Event of Default and during the continuation thereof, Lender may thereafter, without the need to take possession of the Collateral, collect the License Fees.

6. Right to Inspect. Pledgor hereby grants to Lender and its employees and agents the right, during regular business hours, to visit any location of Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Pledgor's expense.

7. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

8. Events of Default and Remedies.

8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

8.2. Lender shall at all times have the rights and remedies of a secured party under the U.C.C. as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

8.3. Pledgor expressly acknowledges that Lender shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, Pledgor shall execute and deliver to Lender the Assignment, which Assignment shall have no force and effect and shall be held by Lender in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Lender in the form reflected on the face of the Assignment and Lender may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

8.4. If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Lender to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Pledgor or any other Person or property, all of which Pledgor hereby waives, and upon such terms and in such manner as Lender may deem advisable, Lender, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, at any time, or from time to time. No prior notice need be given to Pledgor or to any other Person in the case of any sale of Collateral that Lender determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Lender shall give Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Lender may apply the net proceeds of each such sale to or toward the payment of the Obligations, whether or not then due, in such order and by such division as Lender in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Obligations shall remain liable for any deficiency. In addition, Lender shall at all times have the right to obtain new appraisals of Pledgor or the Collateral, the cost of which shall be paid by Pledgor.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Lender in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in

defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Lender, and, until so paid, shall be added to the principal amount of the Obligations.

10. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Lender in writing, Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Lender, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

11. Lender's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Lender shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including attorneys' fees incurred by Lender in connection with the provisions of this Section 11, in the event Lender elects to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Lender to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Lender's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement Lender may, but is not obligated to, do so in the name of Pledgor or in the name of Lender, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Lender, enter into such additional documents or instruments as may be required by Lender in order to effectuate, evidence or perfect Lender's interest in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Obligations shall have been irrevocably paid in full and the Commitment terminated, Pledgor shall obtain rights to any new Collateral, the provisions

of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Lender prompt written notice thereof.

16. Modifications for New Collateral. Pledgor hereby authorizes Lender to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Lender's request, Pledgor shall execute any documents or instruments required by Lender in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

17. No Waiver or Course of Dealing. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that Lender may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by Lender either independently or concurrently with other rights, powers and privileges and as often and in such order as Lender may deem expedient. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Lender. No waiver or consent granted by Lender in respect of this Agreement shall be binding upon Lender unless specifically granted in writing, which writing shall be strictly construed.

21. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature page of this Agreement, and, if to Lender, mailed or delivered to it, addressed to the address of Lender specified on the signature page of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic transmission, in each case with

telephonic confirmation of receipt, except that notices pursuant to any of the provisions hereof shall not be effective until received .

22. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Lender. This Agreement shall bind the successors and permitted assigns of Pledgor and shall benefit the successors and assigns of Lender. Any attempted assignment or transfer without the prior written consent of Lender shall be null and void.

23. Termination. At such time as the Obligations shall have been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Lender, Pledgor shall have the right to terminate this Agreement. Upon written request of Pledgor, Lender shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Lender's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Lender pursuant hereto.

24. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

25. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

26. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor and Lender hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflicts of laws that would result in the application of the law of any other state. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of Ohio shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

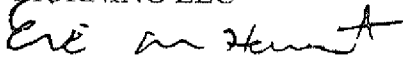
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JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG BORROWERS AND LENDER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

Address: 230 Mary Avenue
Greendale, IN 47025-1947
Attention: Eric Hamant

EARLY MORNING LLC

By: 
Eric Hamant
President and Chief Executive Officer

SCHEDULE 1

PATENTS

Selection Name/Number	™ Name	Patent Number	Patent/TM Filing Date	Patent/TM Issue Date	Territory
WEKpumpahor / W586-C1	Freedom	PPAF	6/3/2019 File # 16/501,754	NA	USA/Canada
WEKchedowahor / BB778-21	Freedom	PPAF	6/3/2019 File # #16/501,780	NA	USA/Canada
WEKframecace / BB757-10	Freedom	PPAF	6/3/2019 File #		USA/Canada
GARorgfre / 00-10-01121	Freedom	PPAF			USA/Canada
GARredfre / Unknown 30	Freedom	PPAF	6/3/2019 File # 116/501,781		USA/Canada
GARzarnobefu/08-60059-03	Northern Belle Hardy Fuchsia Crape Myrtle	PPAF	9/17/2019 File # 16/602,342		USA/Canada
GARzarnobemagen/08--60379	Northern Belle Hardy Magenta Crape Myrtle	PPAF	9/17/2019 File # 16/602,340		USA/Canada
GARzarnobewater/08-60369-48	Norther Belle Hardy Watermelon Crape Myrtle	PPAF	9/17/2019 File # 16/602,341		USA?Canada
GARzarnobehotp/Unknown #9	Northern Belle Hardy Hot Pink Crape Myrtle	In Pipe			USA/Canada
WEKosupalz	ABOUT FACE™	17,305	09/19/05	12/26/06	Worldwide
WEKsamsou	ALL ABLAZE™ (CL)	13,107	01/02/01	10/22/02	Worldwide
WEKcofbunk	ALL A'TWITTER™	23,324	11/07/11	01/15/13	Worldwide
WEKdoofat	ANNA'S PROMISE®	27,865	11/25/14	04/11/16	Worldwide

WEKquaneze	BARBRA STREISAND	13,120	11/17/00	10/22/02	Worldwide
WEKsacsoul	BE-BOP™	16,252	10/15/03	02/14/06	Worldwide
WEKwisogoma	BE MY BABY™	23,692	12/02/11	07/02/13	Worldwide
WEKplapic	BETTY BOOP™	11,517	11/23/98	09/26/00	Worldwide
WEKyesir	CH-CHING!™	21,989	10/13/09	06/28/11	Worldwide
WEKscemala	CHIHULY®	15,076	11/20/03	08/10/04	Worldwide
WEKdoudou	COFFEE BEAN™	20,345	07/01/08	09/22/09	Worldwide
WEKplalajaro	COLORIFIC™	23,174	11/24/10	11/13/12	Worldwide
WEKstohoco	CORETTA SCOTT KING	26,818	11/14/13	06/14/16	Worldwide
WEKchrisg	CROWD PLEASER™	14,138	10/15/01	09/16/03	Worldwide
WEKwibypur	DIAMOND EYES™	26,202	11/18/13	12/15/15	Worldwide
WEKfunk	DICK CLARK	23,455	10/26/11	03/12/13	Worldwide
WEKmajuchi	DORIS DAY	26,793	11/12/14	06/07/16	Worldwide
WEKcharlie	DROP DEAD RED™	22,571	11/22/10	03/13/12	Worldwide
WEKsmopur	EBB TIDE™	18,850	11/21/06	05/27/08	Worldwide
WEKmoomar	FALLING IN LOVE™	19,872	11/20/07	03/31/09	Worldwide
WEKroalt	FOURTH OF JULY™ (CL)	11,518	11/23/98	09/26/00	Worldwide
WEKrigoyelo	GENTLE GIANT	18,536	11/06/06	03/04/08	Worldwide
WEKcatlart	GIZMO™	12,327	12/16/99	01/01/02	Worldwide
WEKgobafa	GOOD AS GOLD	26,052	11/22/13	11/10/15	Worldwide
WEKcryreg	GRACIE ALLEN	11,103	03/27/98	10/19/99	Worldwide
WEKmerewby	GRANDE DAME™	23,476	10/12/11	03/19/13	Worldwide
WEKsirjuci	HAPPY GO LUCKY™	26,170	11/07/13	12/01/15	Worldwide
WEKcisbako	HOME RUN®	18,552	06/28/06	03/04/08	Worldwide

WEKpaltlez	HOT COCOA™	15,155	07/02/03	09/21/04	Worldwide
WEKfrancoly	IN THE MOOD™	19,373	11/16/07	10/21/08	US/Canada
WEKvossutono	JULIA CHILD	18,473	09/19/06	02/05/08	Worldwide
WEKnewchi	JUMP FOR JOY™	26,819	01/09/14	06/14/16	Worldwide
WEKzazette	KETCHUP & MUSTARD™	23,289	10/27/11	01/01/13	Worldwide
WEKbijou	KOKO LOKO™	23,269	11/07/11	12/25/12	Worldwide
WEKsiamia	LEGENDS™	21,816	11/18/09	03/29/11	Worldwide
WEKyegi	LEMON DROP	14,555	10/25/01	02/24/04	Worldwide
WEKajazoul	LONG TALL SALLY	14,041	07/30/01	08/05/03	Worldwide
WEKstameda	LOVE SONG™	24,743	11/19/12	08/12/14	Worldwide
WEKsunspat	MARILYN MONROE™	14,398	09/13/02	12/23/03	Worldwide
WEKosomit	MELLOW YELLOW	14,401	10/25/01	12/23/03	Worldwide
WEKblunez	MEMORIAL DAY™	16,572	08/10/04	05/23/06	Worldwide
WEKvosuimp	MIAMI MOON™	13,509	11/27/01	01/28/03	Worldwide
WEKfabpur	MIDNIGHT BLUE	16,623	10/15/04	06/06/06	Worldwide
WEKpurmebep	MISS CONGENIALITY™	28,720	11/16/15	12/05/17	Worldwide
WEKcryland	MOONSTONE™	11,384	09/08/98	05/16/00	Worldwide
WEKdereroro	NEIL DIAMOND	27,272	11/20/14	10/18/16	Worldwide
WEKemilcho	NEON COWBOY™	15,256	11/20/03	10/19/04	Worldwide
WEKhilpurnil	NEPTUNE™	16,614	11/11/04	06/06/06	Worldwide
WEKpurosot	NIGHT OWL™ (CL)	18,740	11/13/06	04/22/08	Worldwide
WEKcisfrabo	OH MY!™	24,728	11/19/12	08/05/14	Worldwide
WEKstephitsu	OUTTA THE BLUE™	13,449	10/15/01	01/07/03	Worldwide
WEKpearl	PEARL	13,115	11/17/00	10/22/02	Worldwide

WEKpipogop	PILLOW FIGHT™	13,113	01/02/01	10/22/02	Worldwide
WEKphorn	PINK HOME RUN®	22,856	09/07/10	07/17/12	Worldwide
WEKdadoda	PRETTY LADY ROSE™	28,719	11/23/15	12/05/17	Worldwide
WEKmongros	PUMPKIN PATCH™	21,605	10/29/09	01/04/11	Worldwide
WEKbipuhit	PURPLE HEART™	11,513	11/23/98	09/19/00	Worldwide
WEKspitrib	PURPLE SPLASH™ (CL)	22,469	11/18/10	01/31/12	Worldwide
WEKsurdicla	RAINBOW HAPPY TRAILS™	28,655	11/20/15	11/21/17	Worldwide
MACHahei	REBA McENTIRE	11,489	09/14/98	08/22/00	Worldwide
FRAntasia	RHAPSODY IN BLUE	17,518	11/29/02	03/27/07	Worldwide
WEKgobnez	ROCK & ROLL™	20,936	10/30/08	04/20/10	Worldwide
WEKwinwin	ROSIE O'DONNELL	11,382	09/16/98	05/16/00	Worldwide
WEKsactrumi	RUBY RUBY™	15,066	10/15/03	08/03/04	Worldwide
WEKgojolo	SHOCKWAVE™	21,531	10/09/08	11/30/10	Worldwide
WEKbecfoj	SOARING SPIRITS™ (CL)	18,033	10/31/05	09/18/07	Worldwide
WEKsnacare	SPACE ODYSSEY	13,514	11/27/01	01/28/03	Worldwide
WEKjunjuc	SPARKLE & SHINE™	24,726	11/19/12	08/05/14	Worldwide
WEKwestflut	SPICE SO NICE™ (CL)	16,154	11/29/02	12/13/05	Worldwide
ORAfantanov	STORMY WEATHER™	23,158	08/29/11	11/06/12	Worldwide
WEKbepmey	STRIKE IT RICH®	19,144	10/05/07	08/26/08	Worldwide
WEKmemolo	SUGAR MOON™	23,475	11/02/11	03/19/13	Worldwide
WEKsusacofloc	SUNSHINE HAPPY TRAILS™	27,864	11/16/15	04/11/17	Worldwide
WEKsunvoye	SUNSTRUCK™	17,686	11/17/05	05/01/07	Worldwide
WEKyoppedko	TAKE IT EASY®	26,816	11/12/14	06/14/16	Worldwide
WEKglezneo	TIDDLY WINKS™	20,303	06/17/08	09/15/09	Worldwide

ORAlodsem	TROPICAL LIGHTNING™	28,055		05/30/17	Worldwide
WEKwoagorol	TOP OF THE WORLD™	27,220	11/20/14	10/04/16	Worldwide
WEKcocbeb	TOPSY TURVY™	18,870	11/21/06	06/03/08	Worldwide
WEKehtidere	TWILIGHT ZONE	24,725	11/19/12	08/05/14	Worldwide
WEKamrav	VALENTINE'S DAY™ (CL)	17,687	11/17/05	05/01/07	Worldwide
WEKjutono	VAVOOM™	20,166	11/14/07	07/07/09	Worldwide
WEKclaflobo	WATERCOLORS™	19,397	11/13/07	10/28/08	Worldwide
WEKsolcibarko	WATERCOLORS HOME RUN®	28,656	11/19/15	11/21/17	Worldwide
WEKvoosun	WE SALUTE YOU™	18,770	11/30/06	04/29/08	Worldwide
CHEwpeachdell	WHAT A PEACH™	15,287	11/29/02	11/02/04	Worldwide
WEKtebodoko	WHIMSY™	24,742	11/26/12	08/12/14	Worldwide
WEKisoblip	WILD BLUE YONDER™	18,554	11/06/06	03/04/08	Worldwide
WEKairyven	WING-DING™	19,874	11/14/07	03/31/09	Worldwide
WEKdidusinra	WHITE LICORICE™	22,540	10/20/10	03/06/12	Worldwide
WEKruneflo	YABBA DABBA DOO	24,828	12/05/12	09/02/14	Worldwide
WEKswechefy	EASY ON THE EYES™	PP29,984	12/18/18		Worldwide
WEKmereadoit	EASY SPIRIT™	PP30,120	01/22/19		Worldwide
WEKfawibyblu	EASY TO PLEASE™	PP29,467	11/23/16		Worldwide
WEKcifraabaun	FRIDA KAHLO®	PP29,878	11/27/18		Worldwide
WEKvaldaom	LADY IN RED™	PP30,055	01/08/19	1/8/2019	Worldwide
WEKmeroro	PARADE DAY™	PP28,990	02/27/18		Worldwide
WEKmoridahor	TOP GUN™	PP29,699	11/18/16	9/25/2018	Worldwide
WEKwibysicpep	VIOLET'S PRIDE™	PP29,398	06/19/18		Worldwide

WEKswegobab	CHILDREN'S HOPE™	In Pipe			Worldwide
WEKtriscala	CUPID'S KISSES™	In Pipe			Worldwide
WEKzazou	ROSIE THE RIVETER™	PP31,190	12/10/19		Worldwide
GARlisabzar/04-08-00012	TBD	PPAF	7/30/2019 File # 16/602,071		
GARamzaramblu/17-13-00004-04	Glacier Blue	No	TM		
GARrusarsabzar/20-12-00005-01	Kangarhu	PPAF	7/30/2019 File # 16/602,072		
PODasrasnga1/R10-29	Color Crush	PPAF	3/20/2019		
PODasrasnga2/R5-7	Summer of Love	PPAF	3/20/2019		
PODasrasnga3/R8-24	Blue Ribbon	PPAF	3/20/2019		

TRADEMARKS

FILING BASIS COUNTRY	MARK	SERIAL/REG	DATE FILED	REG. DATE
USPTO	(ISELI) 'JEAN'S DILLY'	2021925	10/5/95	12/10/96
USPTO	12 MONTHS OF COLOR	2092035	12/15/95	8/26/97
USPTO	ARCTIC JADE	4331783	9/12/12	5/7/13
USPTO	AVALANCHE	4402625	9/12/12	9/17/13
USPTO	COLORFUL CONIFERS	2510466	4/20/01	11/20/01
USPTO	FANCIFUL GARDENS	2581697	3/26/01	6/18/02
USPTO	FINAL FIRE	5439885	8/15/17	4/3/18
USPTO	FIRST FLAME	5434901	8/15/17	3/27/18
USPTO	ICE DRAGON	87062458	6/7/16	4/4/17
USPTO	Iseli Nursery (design plus words)	1482620	8/31/87	3/29/88
USPTO	ISELI NURSERY (word mark)	4249559	3/28/12	11/27/12

USPTO	JACK FROST	4339764	3/7/12	5/21/13
USPTO	LIVING ART	5333139	10/28/16	11/14/17
USPTO	NORTH WIND	4328316	9/12/12	4/30/13
Canada	NORTH WIND	1010953	10/6/16	12/11/18
USPTO	PACIFIC RIM	4774325	9/29/14	7/14/15
USPTO	PRIMO	87062465	6/7/16	4/4/17
USPTO	RAINBOW'S END	1572269	5/4/89	12/19/89
Canada	SIMPLY THE BEST	A728303	2/15/06	11/13/08
USPTO	TRUDWARF	2265701	12/22/97	7/27/99
USPTO	WHERE THE BEAUTY OF NATURE MEETS THE ARTISTRY OF MAN	1705937	9/4/90	8/4/92

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None.

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY LENDER, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF DECEMBER 6, 2019, EXECUTED BY EARLY MORNING LLC, A DELAWARE LIMITED LIABILITY COMPANY ("PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF LENDER CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS, EARLY MORNING LLC, a Delaware limited liability company ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of December 6, 2019 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KeyBank National Association, a national banking association (together with its successors and assigns, "Lender"), pursuant to which Pledgor has granted to Lender, a security interest in the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Lender's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Lender, and its successors, transferees and assigns, all of Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Lender has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on December ____, 2019.

EARLY MORNING LLC

By: _____

Name: _____

Title: _____