

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM635440

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900596779

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EARLY MORNING LLC		12/28/2020	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	FIRST FINANCIAL BANK
<b>Street Address:</b>	255 EAST FIFTH STREET
<b>City:</b>	CINCINNATI
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45202
<b>Entity Type:</b>	Chartered Bank: OHIO

**PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2021925	(ISELI) 'JEAN'S DILLY'
<b>Registration Number:</b>	2092035	12 MONTHS OF COLOR
<b>Registration Number:</b>	4331783	ARCTIC JADE
<b>Registration Number:</b>	4402625	AVALANCHE
<b>Registration Number:</b>	2510466	COLORFUL CONIFERS
<b>Registration Number:</b>	2581697	FANCIFUL GARDENS
<b>Registration Number:</b>	5439885	FINAL FIRE
<b>Registration Number:</b>	5434901	FIRST FLAME
<b>Serial Number:</b>	87062458	ICE DRAGON
<b>Registration Number:</b>	1482620	ISELI NURSERY
<b>Registration Number:</b>	4249559	ISELI NURSERY
<b>Registration Number:</b>	4339764	JACK FROST
<b>Registration Number:</b>	5333139	LIVING ART
<b>Registration Number:</b>	4328316	NORTH WIND
<b>Registration Number:</b>	4774325	PACIFIC RIM
<b>Serial Number:</b>	87062465	PRIMO
<b>Registration Number:</b>	1572269	RAINBOW'S END
<b>Registration Number:</b>	2265701	TRUDWARF

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1705937	WHERE THE BEAUTY OF NATURE MEETS THE ART
Serial Number:	90168528	DOMINATOR
Serial Number:	88656732	LIFE'S LITTLE PLEASURES
Serial Number:	88656704	IN YOUR EYES
Serial Number:	88157138	OH MY!
Serial Number:	87731003	MOONSTONE
Serial Number:	87730809	CHILDREN'S HOPE
Serial Number:	87331689	EASY TO PLEASE
Serial Number:	87545315	FOURTH OF JULY
Serial Number:	87331667	CUPID'S KISSES
Serial Number:	86145209	ANNA'S PROMISE
Serial Number:	86953475	EDITH'S DARLING
Serial Number:	86953399	SMOKIN' HOT
Serial Number:	86424241	TAKE IT EASY
Serial Number:	86424231	ST. PATRICK
Serial Number:	86098613	LIVIN' EASY
Serial Number:	78921397	HOME RUN
Serial Number:	78251131	FIREFIGHTER
Serial Number:	77558415	EASY DOES IT
Serial Number:	76588231	EASY-TO-LOVE

**CORRESPONDENCE DATA**

Fax Number: 8593416239

*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: 8594262137

Email: CGREGORIO@DBLLAW.COM

Correspondent Name: CHRISTINE GREGORIO

Address Line 1: 207 THOMAS MORE PKWY

Address Line 4: CRESTVIEW HILLS, KENTUCKY 41017

NAME OF SUBMITTER: Christine Gregorio

SIGNATURE: /Christine Gregorio/

DATE SIGNED: 03/30/2021

**Total Attachments: 9**

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First Financial Bank

Borrowers: Gardens Alive, Inc., Steinbeck III, LLC, Steinbeck LLC, Rostam Direct LLC, Kafka Direct LLC, Early Morning LLC, Garden Answers LLC, WOW! Genetics, LLC, and Pine Creek Estates Association, L.L.C

Loan Number: 820902500

### **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of December 28, 2020, between Early Morning LLC, a Delaware limited liability company, having its principal place of business at 230 Mary Avenue, Greendale, IN 47025 (the "Pledgor"), and First Financial Bank, an Ohio state chartered bank having its principal place of business at 255 East Fifth Street, Cincinnati, Ohio 45202 Attention: Jacob Holbrook (the "Lender").

WHEREAS, the Pledgor and the Lender are parties to that certain Loan Agreement dated as of the date hereof (as amended and in effect from time to time, the "Loan Agreement");

WHEREAS, as a condition precedent to the making of the Loans by the Lender under the Loan Agreement, the Pledgor has executed and delivered to the Lender that certain Security Agreement dated as of the date hereof (as amended and in effect from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Pledgor has granted to the Lender a security interest in, among other property, certain Intellectual Property Collateral, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Loan Agreement and Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Security Agreement.

2. Grant of Security. The Pledgor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of the Pledgor in, to, and under the following (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Pledgor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. The Pledgor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender or its designee.

4. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed as of the day and year first above written.

EARLY MORNING LLC

By: [Signature]  
Name: Eric Hamant  
Title: President and Chief Executive Officer

FIRST FINANCIAL BANK

By: [Signature]  
Name: Jacob Holbrook  
Title: Northern Kentucky Market President

**SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT**

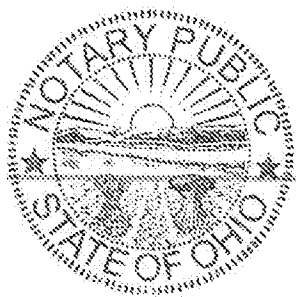
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Ohio )  
 ) ss  
COUNTY OF Miami )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 28<sup>th</sup> day of December, 2020 personally appeared Eric Hamant to me known personally, and who, being by me duly sworn, deposes and says that he is a President and Chief Executive Officer of Early Morning LLC, and that said instrument was signed and sealed on behalf of said limited liability company by authority of its Managers, and said Eric Hamant acknowledged said instrument to be the free act and deed of said limited liability company.

[Signature]  
Notary Public

My commission expires: 01/07/2024



**HEATHER BAKER**  
Notary Public,  
State of Ohio  
Commission Exp. 04/07/2024

SCHEDULE 1  
TRADEMARKS

LISTED OWNER OF RECORD	FILING BASIS COUNTRY	MARK	SERIAL/REG	DATE FILED	REG. DATE	STATUS
Early Morning LLC d/b/a Iseli Nursery	USPTO	(ISELI) 'JEAN'S DILLY'	2021925	10/5/95	12/10/96	Live
Early Morning LLC d/b/a Iseli Nursery	USPTO	12 MONTHS OF COLOR	2092035	12/15/95	8/26/97	Live
Early Morning LLC d/b/a Iseli Nursery	USPTO	ARCTIC JADE	4331783	9/12/12	5/7/13	Live
Early Morning LLC d/b/a Iseli Nursery	USPTO	AVALANCHE	4402625	9/12/12	9/17/13	Live
Early Morning LLC d/b/a Iseli Nursery	USPTO	COLORFUL CONIFERS	2510466	4/20/01	11/20/01	Live
Early Morning LLC d/b/a Iseli Nursery	USPTO	FANCIFUL GARDENS	2581697	3/26/01	6/18/02	Live
Early Morning LLC d/b/a Iseli Nursery	USPTO	FINAL FIRE	5439885	8/15/17	4/3/18	Live

Early Morning LLC d/b/a Iseil Nursery	USPTO	FIRST FLAME	5434901	8/15/17	3/27/18	Live
Early Morning LLC d/b/a Iseil Nursery	USPTO	ICE DRAGON	87062458	6/7/16	4/4/17	Live
Early Morning LLC d/b/a Iseil Nursery	USPTO	Iseil Nursery (design plus words)	1482620	8/31/87	3/29/88	Live
Early Morning LLC d/b/a Iseil Nursery	USPTO	ISEIL NURSERY (word mark)	4249559	3/28/12	11/27/12	Live
Early Morning LLC d/b/a Iseil Nursery	USPTO	JACK FROST	4339764	3/7/12	5/21/13	Live
Early Morning LLC d/b/a Iseil Nursery	USPTO	LIVING ART	5333139	10/28/16	11/14/17	Live
Early Morning LLC d/b/a Iseil Nursery	USPTO	NORTH WIND	4328316	9/12/12	4/30/13	Live
Early Morning LLC, d/b/a Iseil Nursery	Canada	NORTH WIND	1010953	10/6/16	12/11/18	Live
Early Morning LLC d/b/a Iseil Nursery	USPTO	PACIFIC RIM	4774325	9/29/14	7/14/15	Live



Early Morning LLC d/b/a Iseil Nursery	USPTO	PRIMO	87062465	6/7/16	4/4/17	Live
Early Morning LLC d/b/a Iseil Nursery	USPTO	RAINBOWS END	1572269	5/4/89	12/19/89	Live
Early Morning LLC	Canada	SIMPLY THE BEST	A728303	2/15/06	11/13/08	Live
Early Morning LLC d/b/a Iseil Nursery	USPTO	TRUDWARF	2265701	12/22/97	7/27/99	Live
Early Morning LLC d/b/a Iseil Nursery	USPTO	WHERE THE BEAUTY OF NATURE MEETS THE ARTISTRY OF MAN	1705937	9/4/90	8/4/92	Live
Early Morning LLC d/b/a Iseil Nursery	USPTO	DOMINATOR	90168528	09/09/20		Live
Early Morning LLC d/b/a Weeks Roses	USPTO	LIFE'S LITTLE PLEASURES	88656732	10/16/19	05/19/20	Live

Early Morning LLC d/b/a Weeks Roses	USPTO	IN YOUR EYES	88656704	10/16/19	05/19/20	Live
Early Morning LLC d/b/a Weeks Roses	USPTO	OH MY!	88157138	10/16/18	05/28/19	Live
Early Morning LLC d/b/a Weeks Roses	USPTO	MOONSTONE	87731003	12/21/17	09/03/19	Live
Early Morning LLC d/b/a Weeks Roses	USPTO	CHILDREN'S HOPE	87730809	12/21/17	02/12/19	Live
Early Morning LLC d/b/a Weeks Roses	USPTO	EASY TO PLEASE	87331689	02/10/17	04/10/18	Live
Early Morning LLC d/b/a Weeks Roses	USPTO	FOURTH OF JULY	87545315	07/27/17	03/06/18	Live

Early Morning LLC d/b/a Weeks Roses	USPTO	CUPID'S KISSES	87331667	02/10/17	02/27/18	Live
Early Morning LLC d/b/a Weeks Roses	USPTO	ANNAS PROMISE	86145209	12/16/13	06/03/14	Live
Early Morning LLC d/b/a Weeks Roses	USPTO	EDITH'S DARLING	86953475	03/25/16	05/09/17	Live
Early Morning LLC d/b/a Weeks Roses	USPTO	SMOKIN' HOT	86953399	03/25/16	11/01/16	Live
Early Morning LLC d/b/a Weeks Roses	USPTO	TAKE IT EASY	86424241	10/15/14	05/19/15	Live
Early Morning LLC d/b/a Weeks Roses	USPTO	ST. PATRICK	86424231	10/15/14	05/19/15	Live

Early Morning LLC d/b/a Weeks Roses	USPTO	LIVIN' EASY	86098613	10/22/13	12/01/15	Live
Early Morning LLC d/b/a Weeks Roses	USPTO	HOME RUN	78921397	06/30/06	05/08/07	Live
Early Morning LLC d/b/a Weeks Roses	USPTO	FIREFIGHTER	78251131	05/16/03	06/07/05	Live
Early Morning LLC	USPTO	EASY DOES IT	77558415	08/28/08	06/08/10	Live
Early Morning LLC d/b/a Weeks Roses	USPTO	EASY-TO-LOVE	76588231	04/22/04	06/27/06	Live

TRADEMARK

REEL: 007236 FRAME: 0938

RECORDED: 02/12/2021