

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3570394

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
EASY GARDENER PRODUCTS, INC.	09/30/2015
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	TWO TOWER CENTER BOULEVARD
City:	EAST BRUNSWICK
State/Country:	NEW JERSEY
Postal Code:	08816
PROPERTY NUMBERS Total: 35	
Property Type	Number
Patent Number:	5456045
Patent Number:	6622426
Patent Number:	6779297
Patent Number:	6834462
Patent Number:	7685764
Patent Number:	7246569
Patent Number:	7255060
Patent Number:	D430683
Patent Number:	D430682
Patent Number:	D456529
Patent Number:	D456912
Patent Number:	D457251
Patent Number:	D457653
Patent Number:	D457256
Patent Number:	D457663
Patent Number:	D457662
Patent Number:	D457973
Patent Number:	D458393
Patent Number:	D463582
Patent Number:	D512714

PATENT

Property Type	Number
Patent Number:	D666464
Patent Number:	D407507
Patent Number:	D363801
Patent Number:	D357971
Patent Number:	5322085
Patent Number:	5201154
Patent Number:	D310421
Patent Number:	D276494
Application Number:	12964937
Application Number:	12070441
Application Number:	12122029
Application Number:	11900796
Application Number:	11776294
Application Number:	11786200
Application Number:	10897761

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com
Correspondent Name: JOHN SALVAGE
Address Line 1: 4400 EASTON COMMONS WAY SUITE 125
Address Line 2: CT CORPORATION
Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	JOHN SALVAGE
SIGNATURE:	/Michael Barys/
DATE SIGNED:	10/15/2015

Total Attachments: 10

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT dated as of September 30, 2015 is made by each of the entities listed on the signature pages hereof (each, a "Grantor", and collectively, the "Grantors"), in favor of PNC Bank, National Association ("PNC"), as agent for the benefit of the Lenders (defined below) (in such capacity, together with its successors and permitted assigns, the "Agent").

Introductory Statement

WHEREAS, pursuant to the Revolving Credit and Security Agreement dated as of September 30, 2015 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") among Easy Gardener Products, Inc. (the "Borrower"), Easy Gardener Products Holdings, Inc., EZG Holdings, LLC and the other Guarantors referred to therein, certain financial institutions from time to time party thereto (the "Lenders") and Agent, the Lenders have agreed to make certain financial accommodations to the Borrower on and subject to the terms and conditions set forth therein, and pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce Agent and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective loans to the Borrower thereunder, and to induce Agent to act in its agency capacity thereunder, and intending to be legally bound, each Grantor hereby agrees with Agent, for the benefit of the Lenders, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges, collaterally assigns and transfers to Agent for the benefit of the Lenders, and grants to Agent for the benefit of the Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all Patent Licenses providing for the grant by or to such Grantor of any right in, to or under any Patent, including those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the Liens and security interests granted to Agent for the benefit of the Lenders pursuant to the Loan Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of Agent and the obligations of each Grantor with respect to the Liens and security interests in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and the IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.


Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS PATENT SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 12.13 OF THE LOAN AGREEMENT ("JURY WAIVER") ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 16.2, 16.3(a), 16.6, 16.8, 16.12 and 16.13 of the Loan Agreement (“Entire Understanding”; “Successors and Assigns”; “Notice”; “Severability”; “Captions”; “Counterparts; Facsimile Signatures”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Patent Security Agreement shall constitute an “Other Document” for all purposes of the Loan Agreement and the Other Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

EASY GARDENER PRODUCTS, INC., as Grantor

By 

Name: Shelby Matlow

Title: Secretary, Treasurer and Chief Financial Officer

Signature page to Patent Security Agreement

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

1. REGISTERED PATENTS

Loan Party Name	Title	Application Number and Date	Registration Number and Date	Country
Easy Gardener Products, Inc.	Emerald Edge		5,456,045 Issued 10/17/96	USA
Easy Gardener Products, Inc.	Forged Iron (Stackable LS Edging and Mfg Methods)	Filed 1/19/01	6,622,426 Issued 9/23/03	USA
Easy Gardener Products, Inc.	Lawn Edging Strip with Improved End Connectors (Garden Braid)	Filed 11/7/01	6,779,297 Issued- 8/24/04	USA
Easy Gardener Products, Inc.	Landscape Border Segment for Configurable Landscape Borders (Whimsical Arch & Loop Connectors)	Filed 11/7/01	6,834,462 Issued- 12/28/04	USA
Easy Gardener Products, Inc.	Landscape Rings and Manufacturing		7,685,764 Issued 3/30/10	USA
Easy Gardener Products, Inc.	Electronic Predator Replica		7,246,569 Issued- 7/24/07	USA
Easy Gardener Products, Inc.	Owl with Spring Connected Head and Wind Activated Fin	Filed 12/7/05	7,255,060 Issued- 8/14/07	USA
Easy Gardener Products, Inc.	Lawn Edging from Euro United (small fence-like)		D430,683 Issued- 9/5/00	USA
Easy Gardener Products,	Lawn Edging from Euro United (pound-in like EE)		D430,682 Issued 9/5/00	USA

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Loan Party Name	Title	Application Number and Date	Registration Number and Date	Country
Inc.				
Easy Gardener Products, Inc.	Villa Garden Tiles- English Stone Finial (Design)		D456,529 Issued- 4/30/02	USA
Easy Gardener Products, Inc.	Whimsical Butterfly		D456,912 Issued- 5/7/02	USA
Easy Gardener Products, Inc.	Whimsical Arch		D457,251 Issued 5/14/01	USA
Easy Gardener Products, Inc.	Whimsical Loop		D457,653 Issued 5/21/02	USA
Easy Gardener Products, Inc.	DecoTILE Border		D457,256 Issued 5/14/02	USA
Easy Gardener Products, Inc.	Villa Garden Tiles- Adobe		D457,663 Issued 5/21/02	USA
Easy Gardener Products, Inc.	Villa Garden Tiles- Roma		D457,662 Issued 5/21/02	USA
Easy Gardener Products, Inc.	Villa Garden Tiles- English Stone		D457,973 Issued 5/28/02	USA
Easy Gardener Products, Inc.	Garden Braid		D458,393 Issued 6/4/02	USA
Easy Gardener Products,	Whimsical Butterfly-Plain		D463,582 Issued 9/23/02	USA

Loan Party Name	Title	Application Number and Date	Registration Number and Date	Country
Inc.				
Easy Gardener Products, Inc.	Landscape Edging & Irrigation Device		D512,714 Issued 2/7/06	USA
Easy Gardener Products, Inc.	Above Ground Collapsible Garden Bed		D666,464 Issued 9/4/12	USA
Easy Gardener Products, Inc.	TerraCotta Tile		D29228-00 Issued 12/9/97	Benelux
Easy Gardener Products, Inc.	TerraCottaTile	12/10/97	2071042 Issued 6/10/97	UK
Easy Gardener Products, Inc.	TerraCottaTile		977210	France
Easy Gardener Products, Inc.	TerraCottaTile		M9711571.1	Germany
Easy Gardener Products, Inc.	Lawn Edging Strip (Emerald Edge)		201578	Mexico
Easy Gardener Products, Inc.	Landscape edging	US1997722 38F 06/10/1997	USD407507S 1 Issued 03/30/1993	USA
Easy Gardener Products, Inc.	Border Edge	US1993120 78F 08/23/1993	USD363801S 1 Issued 10/31/1995	USA
Easy Gardener Products,	Root feeder head assembly	US1993972 6F	USD357971S 1	USA

Loan Party Name	Title	Application Number and Date	Registration Number and Date	Country
Inc.		06/18/1993	Issued 05/02/1995	
Easy Gardener Products, Inc.	Root feeder	US1993800 38A 06/18/1993	US5322085A Issued 06/21/1994	USA
Easy Gardener Products, Inc.	LANDSCAPE EDGING AND METHODS OF MANUFACTURING AND USING SAME	US1991749 201A 08/23/1991	US5201154A Issued 04/13/1993	USA
Easy Gardener Products, Inc.	Flat brick border section	US1987822 51A 08-05-1987	USD310421S 1 Issued 09/04/1990	USA
Easy Gardener Products, Inc.	Plastic landscape edging unit	US1982378 768A 05/17/1982	USD276494S 1 Issued 11/27/1984	USA
Easy Gardener Products, Inc.	ABOVE GROUND COLLAPSIBLE GARDEN BED	US2010964 937A 12/10/2010	US201201447 37A1 Issued 06/14/2012	USA
Easy Gardener Products, Inc.	Collapsible product display container	US2008704 41A 02/19/2008	US200902060 02A1 Issued 08/20/2009	USA
Easy Gardener Products, Inc.	ROLLABLE MULCH MAT MADE OF RECYLCED MATERIAL AND RELATED MANUFACTURING METHODS	US2008122 029A 05/16/2008	US200901586 48A1 Issued 06/25/2009	USA
Easy Gardener Products, Inc.	Landscaping edging stake having a pocket for resisting removal	US2007900 796A 09/13/2007	US200900710 69A1 Issued 03/19/2009	USA

Loan Party Name	Title	Application Number and Date	Registration Number and Date	Country
Easy Gardener Products, Inc.	Edging And Mats Made Of Recycled Material And Related Manufacturing Methods	US2007776 294A 07/11/2007	US200802743 42A1 Issued 11/06/2008	USA
Easy Gardener Products, Inc.	Method of covering landscaped region with three dimensional fabric having projections	US2007786 200A 04/11/2007	US200802507 07A1 Issued 10/16/2008	USA
Easy Gardener Products, Inc.	Landscape utility knife assembly	US2004897 761A 07/23/2004	US200600163 06A1 01/26/2006	USA

2. PATENT APPLICATIONS

None

3. PATENT LICENSES

None