

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6628742

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
HYDROFARM, LLC	03/29/2021

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	3 PARK PLAZA, SUITE 900
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92614

PROPERTY NUMBERS Total: 28

Property Type	Number
Application Number:	29457910
Application Number:	29464532
Application Number:	14038413
Application Number:	29499070
Application Number:	29546155
Application Number:	29360462
Application Number:	29394222
Application Number:	29360464
Application Number:	29394333
Application Number:	29360465
Application Number:	29394334
Application Number:	29361817
Application Number:	29361818
Application Number:	29428079
Application Number:	13712909
Application Number:	29555295
Application Number:	09929628
Application Number:	10656958
Application Number:	29131381
Application Number:	29200023

PATENT

Property Type	Number
Application Number:	09823087
Application Number:	29226867
Application Number:	29068145
Application Number:	12533856
Application Number:	13871583
Application Number:	29641761
Application Number:	29612497
Patent Number:	D406260

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.

Phone: 202-739-3000

Email: patents@morganlewis.com, robert.goodell@morganlewis.com

Correspondent Name: MORGAN LEWIS & BOCKIUS LLP

Address Line 1: 1111 PENNSYLVANIA AVE., N.W.

Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER:	066397-05-0743
NAME OF SUBMITTER:	ROBERT J. GOODELL
SIGNATURE:	/Robert J. Goodell/
DATE SIGNED:	03/30/2021

Total Attachments: 7
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CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS (this “Confirmatory Grant”) is made as of March 29, 2021, by and between HYDROFARM, LLC, a California limited liability company (“Grantor”), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (together with its successors and assigns, the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Grantor, the Administrative Agent, the other Loan Parties party thereto, and the Lenders party thereto, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that certain of the Loan Parties shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain U.S. Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, Grantor has agreed to execute and deliver this Confirmatory Grant in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office and the Canadian Intellectual Property Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Confirmatory Grant as the “Security Interest”) in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its Patents, Industrial Designs and IP Licenses with respect to Patents and Industrial Designs to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the UCC) 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 of the foregoing and any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Industrial Design or Patent or any Patents or Industrial Designs exclusively licensed under any IP License, including right to receive any damages, or (ii) right to receive license fees, royalties, and other compensation under any IP License with respect to Patents;

Notwithstanding the foregoing, Patent Collateral shall not include any Excluded Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Confirmatory Grant and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Confirmatory Grant secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Confirmatory Grant is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Confirmatory Grant and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Patents or Industrial Designs or become entitled to the benefit of any Patent or Industrial Design for any renewal or extension of any existing Patent or Industrial Design, the provisions of this Confirmatory Grant shall automatically apply thereto. Grantor hereby authorizes the Administrative Agent unilaterally to modify this Confirmatory Grant by amending Schedule I to include any such new patent and industrial design rights of Grantor. Notwithstanding the foregoing, no failure to so modify or supplement this Confirmatory Grant or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Confirmatory Grant may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Confirmatory Grant. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Confirmatory Grant and the transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State

Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent. This Confirmatory Grant is a Loan Document.

7. **CHOICE OF LAW.** THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8. **MISCELLANEOUS.** THIS CONFIRMATORY GRANT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER AND THE OTHER MATTERS SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Confirmatory Grant of Security Interest in Patents to be executed and delivered as of the day and year first above written.

GRANTOR:

HYDROFARM, LLC,
a California limited liability company

By: 
Name: B. John Liddeman
Title: Chief Financial Officer

[Signature page to Confirmatory Grant of Security Interest in Patents]

PATENT
REEL: 055759 FRAME: 0900

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Alexander Hechler

Title: Authorized Officer

[Signature page to Confirmatory Grant of Security Interest in Patents]

PATENT
REEL: 055759 FRAME: 0901

SCHEDULE I
to
CONFIRMATORY GRANT

Patents and Industrial Designs

Patents:

Jurisdiction	Matter	Reg/Pat No	Issue Date	Serial No.	Filing Date
U.S.	LIGHT BALLAST	D710528	8/5/2014	29/457,910	6/13/2013
U.S.	LIGHT HOUSING	D707,385	6/17/2014	29/464,532	8/16/2013
U.S.	VENTILATED GROW LIGHT HOUSING	9,363,953	6/14/2016	14/038,413	9/26/2013
U.S.	GROW LIGHT REFLECTOR	D731,109	6/2/2015	29/499,070	8/11/2014
U.S.	GROW LIGHT REFLECTOR	D765306	8/30/2016	29/546,155	11/19/2015
European Union Community Design	GROW LIGHT REFLECTOR	003130475-0001	5/16/2016	003130475-0001	5/16/2016
U.S.	PLANT TRAY DOME	D642,492	8/2/2011	29/360,462	4/26/2010
U.S.	PLANT TRAY DOME	D653,157	1/31/2012	29/394,222	6/14/2011
U.S.	PLANT TRAY DOME	D641,656	7/19/2011	29/360,464	4/26/2010
U.S.	PLANT TRAY DOME	D653,158	1/31/2012	29/394,333	6/15/2011
U.S.	PLANT TRAY DOME	D641,657	7/19/2011	29/360,465	4/26/2010
U.S.	PLANT TRAY DOME	D653,159	1/31/2012	29/394,334	6/15/2011
U.S.	SPECULAR REFLECTOR	D637,341	5/3/2011	29/361,817	5/14/2010
U.S.	GROW LIGHT REFLECTOR HOUSING	D634,060	3/8/2011	29/361,818	5/14/2010
U.S.	DUAL RECEPTACLE	D711,323	8/19/2014	29/428,079	7/25/2012
U.S.	DUAL INTERCHANGEABLE ELECTRICAL RECEPTACLE	9,088,087	7/21/2015	13/712,909	12/12/2012
EU Community Design	REFLECTORS OF LAMPS	003130475-0001	5/16/2016		5/16/2016
U.S.	HEAT MAT CORD STRAIN RELIEF	D794,568	08/15/2017	29/555,295	2/19/2016
U.S.	ADJUSTABLE HEIGHT GROW LIGHT	6,488,387	12/3/2002	09/929,628	8/13/2001
U.S.	ADJUSTABLE REFLECTOR SOCKET	7,025,479	4/11/2006	10/656,958	9/8/2003
U.S.	COMBINED ELECTRICAL PLUG AND RECEPTACLE	D406,260	3/2/1999	29/73074	7/2/1997
U.S.	REFLECTIVE LIGHT Housing HOUSING (US)	D456,938	5/7/2002	29/131,381	10/19/2000
U.S. U.S.	BALLAST BOX CONTAINER	D503,677 S	4/5/2005	29/200,023	2/24/2004
U.S.	DOUBLE-WALLED GROW LIGHT HOUSING WITH AIR FLOW COOLING SYSTEM	6,595,662	7/22/2003	09/823,087	3/29/2001

U.S.	BALLAST BOX CONTAINER	D546,282	7/10/2007	29/226,867	4/1/2005
U.S.	REFLECTOR FOR HORTICULTURAL LIGHTING	D400289	10/27/1998	29/068145	3/17/1997
U.S.	MODULAR LIGHTING SYSTEM	8172420	5/8/2012	12/533,856	7/31/2009
U.S.	APPARATUS FOR LIGHTING A MINI GREENHOUSE	Pending	Pending	13/871,583	4/26/2013
U.S.	LIGHT REFLECTOR	D883559	5/5/2020	29/641,761	3/23/2018
U.S.	ELECTRICAL CONNECTOR WITH SKIRT	D839194	1/29/2019	29/612,497	8/1/2017

Industrial Designs:

Jurisdiction	Nat'l App. / Reg. No.	Title	Reg. Date
Canada	179259	Electrical Connector with Skirt	2018-10-23
Canada	160953	Light Housing	2015-10-06