

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683492

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HYDROFARM, LLC		10/25/2021	Limited Liability Company: CALIFORNIA
ALLIED IMPORTS & LOGISTICS, INC.		10/25/2021	Corporation: CALIFORNIA
AURORA INNOVATIONS, LLC		10/25/2021	Limited Liability Company: OREGON
FIELD 16, LLC		10/25/2021	Limited Liability Company: DELAWARE
HOUSE & GARDEN, INC.		10/25/2021	Corporation: NEVADA
HUMBOLDT WHOLESALE, INC.		10/25/2021	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S Dearborn, Floor L2N
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2300
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 80

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:	5355122	JUMP START
Registration Number:	4132352	PHANTOM DIGITAL
Registration Number:	4265442	DIRT POT
Registration Number:	4227405	PHANTOM BALLAST
Registration Number:	4339432	LIGHTHOUSE CONTROLLED ENVIRONMENT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4216617	ACCELAROOT
Registration Number:	4400936	AUTOPILOT
Registration Number:	2158507	AGROSUN
Registration Number:	4672188	BUILDIT
Registration Number:	4863490	GROW!T
Registration Number:	4527773	ACTIVEAQUA
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:	4358102	RADIANT
Registration Number:	4434559	QUANTUM HORTICULTURE
Registration Number:	4922360	VALULINE
Registration Number:	3553033	XTREME
Registration Number:	4133501	PHAT
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
Registration Number:	5424686	TROPICOCO
Registration Number:	1305949	HYDROFARM
Registration Number:	2978948	XTRASUN
Registration Number:	2877675	SUNBURST
Registration Number:	5801372	PHOTOBIO
Registration Number:	5801117	JETFAN
Registration Number:	5758882	ADVANCED REFLECTOR CONCEPTS
Registration Number:	6330088	RAPIDRIZE
Serial Number:	88873238	PHANTOM LED
Registration Number:	3817102	ALLIED IMPORTS & LOGISTICS
Registration Number:	5049680	AURORA INNOVATIONS
Registration Number:	5079784	PROCISION
Registration Number:	5566066	SOUL
Registration Number:	4433317	HEAVY FIRE
Registration Number:	5209062	
Registration Number:	5204921	HEAVY 16
Registration Number:	5369238	HEAVY FIRE
Registration Number:	5333101	HEAVY FOLIAR

Property Type	Number	Word Mark
Registration Number:	5235638	HEAVY FOLIAR
Registration Number:	5204922	HEAVY PRIME
Registration Number:	5344339	HEAVY PRIME
Registration Number:	5235637	HEAVY ROOTS
Registration Number:	5333060	HEAVY ROOTS
Registration Number:	5204992	HEAVY VEG-B
Registration Number:	5333102	HEAVY VEG-B
Registration Number:	5001506	ALGEN EXTRACT
Registration Number:	5025182	AMINO TREATMENT
Registration Number:	4587232	AQUA FLAKES
Registration Number:	4967823	BUD-XL
Registration Number:	4972144	DRIP CLEAN
Registration Number:	4228978	HOUSE & GARDEN
Registration Number:	4992184	HOUSE & GARDEN VAN DE ZWAAN
Registration Number:	2902764	HOUSE & GARDEN VAN DE ZWAAN
Registration Number:	5711535	MAGNESIUM BOOST
Registration Number:	4958748	RHIZO FORCE
Registration Number:	4955576	ROOTS EXCELURATOR
Registration Number:	5139857	ROOTS EXCELURATOR HOUSE & GARDEN VAN DE
Registration Number:	4461788	SHOOTING POWDER
Registration Number:	4157182	TOP BOOSTER
Registration Number:	4954484	TOP SHOOTER
Registration Number:	6153571	HUMBOLDT NATION DISTRIBUTION
Registration Number:	3985517	GGL
Registration Number:	5012203	GGL GLOBAL GREENHOUSE LIGHTING
Registration Number:	6439848	HUMBOLDT WHOLESALE
Registration Number:	3681708	HUMBOLDT WHOLESALE
Registration Number:	4256027	HUMBOLDT WHOLESALE
Registration Number:	3721408	HW HUMBOLDT WHOLESALE
Registration Number:	4082276	TRAY HUGGER
Registration Number:	5305798	TRAY HUGGER

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

TRADEMARK

REEL: 007471 FRAME: 0532

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1503394

NAME OF SUBMITTER: Jenny Lim

SIGNATURE: /Jenny Lim/

DATE SIGNED: 10/25/2021

Total Attachments: 13

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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made as of October 25, 2021, by and between **HYDROFARM, LLC**, a California limited liability company, **ALLIED IMPORTS & LOGISTICS, INC.**, a California corporation, **AURORA INNOVATIONS, LLC**, an Oregon limited liability company, **FIELD 16, LLC**, a Delaware limited liability company, **HOUSE & GARDEN, INC.**, a Nevada corporation, **HUMBOLDT WHOLESALE, INC.**, a California corporation (individually, a “Grantor”, and, collectively, the “Grantors”), 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 Grantors, 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, Grantors pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, Grantors have 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, each 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 TRADEMARK COLLATERAL**. Each 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 such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising

(collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and IP Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;
- (b) all renewals, reversions and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each IP License with respect to Trademarks; and
- (d) 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 such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any IP License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any IP License with respect to Trademarks.

Notwithstanding the foregoing, Trademark 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 each Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving such 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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark 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 Grantors shall obtain rights to any new Trademarks or become entitled to the benefit of any Trademark for any renewal or extension of any existing Trademark, the provisions of this Confirmatory Grant shall automatically apply thereto. Grantors hereby authorize the Administrative Agent unilaterally to modify this Confirmatory Grant by amending Schedule I to include any such new trademark rights of Grantors. 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 Trademarks to be executed and delivered as of the day and year first above written.

GRANTORS:

HYDROFARM, LLC,
a California limited liability company

By: DocuSigned by:
B. John Lindeman
7035CA959C084BC...
Name: B. John Lindeman
Title: Chief Financial Officer

ALLIED IMPORTS & LOGISTICS, INC.,
a California corporation

By: DocuSigned by:
B. John Lindeman
7035CA959C084BC...
Name: B. John Lindeman
Title: Chief Financial Officer

AURORA INNOVATIONS, LLC,
an Oregon limited liability company

By: DocuSigned by:
B. John Lindeman
7035CA959C084BC...
Name: B. John Lindeman
Title: Chief Financial Officer

FIELD 16, LLC,
a Delaware limited liability company

By: DocuSigned by:
B. John Lindeman
7035CA959C084BC...
Name: B. John Lindeman
Title: Chief Financial Officer

HOUSE & GARDEN, INC.,
a Nevada corporation

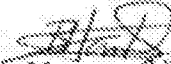
By: DocuSigned by:
B. John Lindeman
7035CA959C084BC...
Name: B. John Lindeman
Title: Chief Financial Officer

HUMBOLDT WHOLESALE, INC.,
a California corporation

By: DocuSigned by:
B. John Lindeman
70356A059C084B6...
Name: B. John Lindeman
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: *Bill Handley*
Title: *Managing Director*

{Signature page to Confirmatory Grant of Security Interest in Trademarks}

SCHEDULE I
to
CONFIRMATORY GRANT

Trademarks

Hydrofarm, LLC:

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	5,355,122	12/12/2017	87/456,075
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.	ACCELAROOT	4,216,617	10/2/2012	85/424,645
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	TMA1003330	8/22/2018	App No. 1807095
U.S.	GROW !T	4,863,490	12/1/2015	85/715,435
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.	RADIANT	4,358,102	6/25/2013	85/792,360
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

Jurisdiction	Mark	Reg. No.	Reg. Date	Serial No.
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	App No. 1506124
China	PHAT HYDRO	8,981,909	1/7/2012	8,981,908
Canada	PHAT HYDRO	TMA694450	8/21/2007	App No. 1225258
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.	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 & Design 	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 & Design 	5,424,686	03/13/2018	87/297,567
U.S.	HYDROFARM & Design 	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
U.S.	PHOTOBIO	5,801,372	07/09/2019	87/769,223
U.S.	JETFAN	5,801,117	07/09/2019	87/635,489
Canada	PHANTOM		Filed: 04/14/2020	App No. 2022323
U.S.	ADVANCED REFLECTOR CONCEPTS	5,758,882	21-May-2019	87/833,990
U.S.	RAPIDRIZE	6,330,088	4/20/2021	88/809,512
U.S.	PHANTOM LED		15-Apr-2020	88/873,238

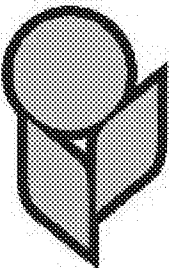
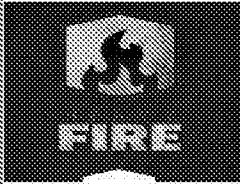
Allied Imports & Logistics, Inc.:

Mark	App. No./ Reg. No.	App. Date/ Reg. Date	Status
ALLIED IMPORTS & LOGISTICS	3817102	July 13, 2010	Registered

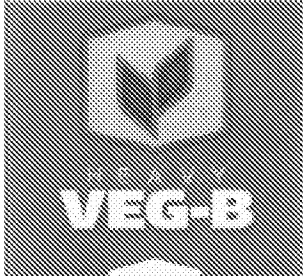
Aurora Innovations, LLC (f/k/a Aurora Innovations, Inc.):

Mark	App. No./ Reg. No.	App. Date/ Reg. Date	Status
AURORA INNOVATIONS	5049680	September 27, 2016	Registered
PROCISION	5079784	November 8, 2016	Registered
SOUL	5566066	September 18, 2018	Registered

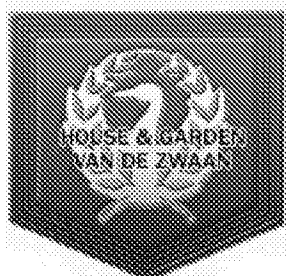
Field 16, LLC

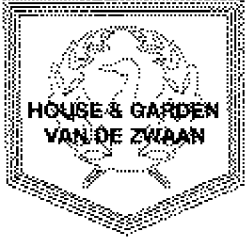

Mark	App. No./ Reg. No.	App. Date/ Reg. Date	Status
HEAVY FIRE	4433317	November 12, 2013	Registered
Design only 	5209062	May 23, 2017	Registered
HEAVY 16	5204921	May 16, 2017	Registered
HEAVY FIRE and Design 	5369238	January 2, 2018	Registered

Mark	App. No./ Reg. No.	App. Date/ Reg. Date	Status
HEAVY FOLIAR and Design 	5333101	November 14, 2017	Registered
HEAVY FOLIAR	5235638	July 4, 2017	Registered
HEAVY PRIME	5204922	May 16, 2017	Registered
HEAVY PRIME and Design 	5344339	November 28, 2017	Registered
HEAVY ROOTS	5235637	July 4, 2017	Registered
HEAVY ROOTS and Design 	5333060	November 14, 2017	Registered
HEAVY VEG-B	5204992	May 16, 2017	Registered


Mark	App. No./ Reg. No.	App. Date/ Reg. Date	Status
HEAVY VEG-B and Design 	5333102	November 14, 2017	Registered



House & Garden, Inc.:

Mark	App. No./ Reg. No.	App. Date/ Reg. Date	Status
ALGEN EXTRACT	5001506	July 19, 2016	Registered
AMINO TREATMENT	5025182	August 23, 2016	Registered
AQUA FLAKES	4587232	August 19, 2014	Registered
BUD-XL	4967823	May 31, 2016	Registered
DRIP CLEAN	4972144	June 7, 2016	Registered
HOUSE & GARDEN	4228978	October 23, 2012	Registered
HOUSE & GARDEN VAN DE ZWAAN and Design 	4992184	July 5, 2016	Registered

Mark	App. No./ Reg. No.	App. Date/ Reg. Date	Status
HOUSE & GARDEN VAN DE ZWAAN and Design 	2902764	November 16, 2004	Registered
MAGNESIUM BOOST	5711535	March 26, 2019	Registered
RHIZO FORCE	4958748	May 17, 2016	Registered
ROOTS EXCELURATOR	4955576	May 10, 2016	Registered
ROOTS EXCELURATOR HOUSE & GARDEN VAN DE ZWAAN and Design 	5139857	February 14, 2017	Registered
SHOOTING POWDER	4461788	January 7, 2014	Registered
TOP BOOSTER	4157182	June 12, 2012	Registered
TOP SHOOTER	4954484	May 10, 2016	Registered

Humboldt Wholesale, Inc.:

Mark	App. No./ Reg. No.	App. Date/ Reg. Date	Status
HUMBOLDT NATION DISTRIBUTION and Design 	6153571	September 15, 2020	Registered

Mark	App. No./ Reg. No.	App. Date/ Reg. Date	Status
GGL	3985517	June 28, 2011	Registered
GGL GLOBAL GREENHOUSE LIGHTING	5012203	August 2, 2016	Registered
HUMBOLDT WHOLESale	6439848	August 3, 2021	Registered
HUMBOLDT WHOLESale	3681708	September 8, 2009	Registered
HUMBOLDT WHOLESale	4256027	December 11, 2012	Registered
HW HUMBOLDT WHOLESale and Design 	3721408	December 8, 2009	Registered
TRAY HUGGER	4082276	January 10, 2012	Registered
TRAY HUGGER and Design 	5305798	October 10, 2017	Registered