

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686256

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BFG SUPPLY CO., LLC		11/05/2021	Limited Liability Company: INDIANA
GARD'N-WISE DISTRIBUTORS, INC.		11/05/2021	Corporation: KANSAS
L & L NUR.SERY SUPPLY, INC		11/05/2021	Corporation: CALIFORNIA
BFG KALAMAZOO, LLC		11/05/2021	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	ACF FINCO I LP
Street Address:	560 White Plains Road, Suite 400
City:	Tarrytown
State/Country:	NEW YORK
Postal Code:	10591
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4690023	GARDENER SELECT
Registration Number:	4640301	LICONFIBER
Registration Number:	4631101	MVP
Registration Number:	3289571	GROWER SELECT
Registration Number:	3514606	PLUSHTEX
Registration Number:	2091126	CLASS ACT
Registration Number:	1757807	WETSEL SINCE 1911
Registration Number:	1688026	M.V.P.
Registration Number:	3994834	FRIENDS OF FLIGHT
Registration Number:	3322647	GARD'N-WISE
Registration Number:	3338213	GARD'N-WISE
Registration Number:	3338215	
Registration Number:	3322649	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4551121	GARD'N-WISE
Registration Number:	4551120	GARD'N-WISE DISTRIBUTORS, INC.
Registration Number:	3326518	EMERALD PARK
Serial Number:	90805971	BFG
Serial Number:	90808559	COLE'S
Serial Number:	90808591	L&L
Serial Number:	90808560	UNI-GRO

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212-969-3734

Email: ypan@proskauer.com

Correspondent Name: Allison Saltstein

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	38108-013
NAME OF SUBMITTER:	Allison Saltstein
SIGNATURE:	/Allison Saltstein/
DATE SIGNED:	11/05/2021

Total Attachments: 4

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ASSIGNMENT FOR SECURITY – TRADEMARKS

November 5, 2021

WHEREAS, BFG SUPPLY CO., LLC, an Indiana limited liability company (“BFG Supply”), GARD’N-WISE DISTRIBUTORS, INC., a Kansas corporation (“Gard’n-Wise”), L & L NURSERY SUPPLY, INC., a California corporation (“L & L”) and BFG KALAMAZOO, LLC, an Indiana limited liability company (“BFG Kalamazoo”, together with BFG Supply, Gard’n-Wise and L & L, each an “Assignor” and, collectively, the “Assignors”) have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignors, BAMBOO PURCHASER, INC., a Delaware corporation (in such capacity, the “Company”), BFG PURCHASER PARENT, INC., a Delaware corporation (in such capacity, “Holdings”), certain other subsidiaries of the Company, certain financial institutions from time to time party thereto (the “Lenders”), and ACF FINCO I LP, as administrative agent and collateral agent for the Lenders (in such capacity, together with its successors and assigns, the “Administrative Agent”) have entered into that certain ABL Credit Agreement, dated as of the date hereof (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Assignors have entered into that certain ABL Pledge and Security Agreement, dated November 5, 2021 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), with the Administrative Agent (in such capacity, together with its successors and assigns, if any, the “Assignee”); and

WHEREAS, pursuant to the Security Agreement, each Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of each Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the

Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

THIS ASSIGNMENT FOR SECURITY - TRADEMARKS AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS ASSIGNMENT FOR SECURITY – TRADEMARKS, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

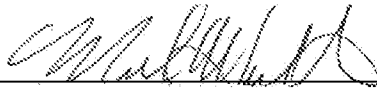
THE PROVISIONS OF SECTION 9.10(B), (C) AND (D) AND SECTION 9.11 OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED INTO THIS THIS ASSIGNMENT FOR SECURITY – TRADEMARKS, MUTATIS MUTANDIS, AND EACH PARTY HERETO AGREES TO BE BOUND THEREBY, AS IF FULLY SET FORTH HEREIN.

Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

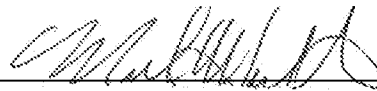
[Signature page follows]

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.


BFG SUPPLY CO., LLC

By: 
Name: Mark Hedstrom
Title: Chief Financial Officer

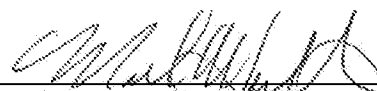
GARD'N-WISE DISTRIBUTORS, INC.,

By: 
Name: Mark Hedstrom
Title: Chief Financial Officer

L & L NURSERY SUPPLY, INC.

By: 
Name: Mark Hedstrom
Title: Chief Financial Officer

BFG KALAMAZOO, LLC

By: 
Name: Mark Hedstrom
Title: Chief Financial Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY

U.S. Trademarks and Trademark Applications

Trademarks and Trademark Applications

Owner	Trademark	Country	Application/Registration No	Serial No
BFG Supply Co., LLC	GARDENER SELECT	USA	4690023	86278262
BFG Supply Co., LLC	LICONFIBER	USA	4640301	86230237
BFG Supply Co., LLC	MVP	USA	4631101	86093033
BFG Supply Co., LLC	GROWER SELECT	USA	3289571	77035657
BFG Supply Co., LLC	PLUSHTEX	USA	3514606	76687623
BFG Supply Co., LLC	CLASS ACT	USA	2091126	75150935
BFG Supply Co., LLC	WETSEL	USA	1757807	74126468
BFG Supply Co., LLC	M.V.P.	USA	1688026	73826634
BFG Supply Co., LLC	FRIENDS OF FLIGHT	USA	3994834	85011378
BFG Supply Co., LLC	BFG	USA	90/805,971	N/A
Gard'n-Wise Distributors, Inc.	Gard'n-Wise	USA	3322647	77070268
Gard'n-Wise Distributors, Inc.	Gard'n-Wise	USA	3338213	77070243
Gard'n-Wise Distributors, Inc.	DESIGN ONLY	USA	3338215	77070287
Gard'n-Wise Distributors, Inc.	DESIGN ONLY	USA	3322649	77070296
Gard'n-Wise Distributors, Inc.	Gard'n-Wise & Design	USA	4551121	86096925
Gard'n-Wise Distributors, Inc.	Gard'n-Wise DISTRIBUTORS, INC. & Design	USA	4551120	86096901
L & L Nursery Supply, Inc.	COLE'S	USA	90/808,559	N/A
L & L Nursery Supply, Inc.	L & L	USA	90/808,591	N/A
L & L Nursery Supply, Inc.	UNI-GRO	USA	90/808,560	N/A
BFG Kalamazoo, LLC	Emerald Park	USA	3326518	