

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694613

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MONROVIA NURSERY COMPANY		12/03/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CITY NATIONAL BANK		
Street Address:	555 South Flower Street		
Internal Address:	21st Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5851700	CAMOUFLAGE	
Registration Number:	6029622	CHATEAU	
Serial Number:	88559348	COLORIFIC	
Registration Number:	5956525	EMBERS	
Registration Number:	5466522	FLORALBERRY	
Registration Number:	6017863	GARDEN ANGEL	
Registration Number:	5571816	KIWI MAGIC	
Registration Number:	6424913	MONROVIA	
Registration Number:	2182491	MONROVIA	
Registration Number:	6043664	NITTY GRITTY	
Serial Number:	90556071	PLANTT	
Registration Number:	6013759	SHANGRI-LA	
Registration Number:	6435142	SKYE	
Registration Number:	5581981	SPRINGSHINE	
Registration Number:	6279004	TECTONIC	
CORRESPONDENCE DATA			
Fax Number:			

CH \$390.00 5851700

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: 3123722000
Email: jmartingano@mwe.com
Correspondent Name: Jennifer A. Martingano
Address Line 1: One Vanderbilt Avenue
Address Line 4: New York, NEW YORK 10017-3852

NAME OF SUBMITTER:	Jennifer M. Mikulina
SIGNATURE:	/Jennifer M. Mikulina/
DATE SIGNED:	12/14/2021

Total Attachments: 5

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PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT AND TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of December 3, 2021, is made by MONROVIA NURSERY COMPANY, a California corporation ("Grantor"), in favor of CITY NATIONAL BANK (in its individual capacity, "CNB"), as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement (as defined below).

RECITALS

A. Pursuant to that certain Credit Agreement dated as of April 28, 2017, by and among Grantor, the other Credit Parties (as defined therein) party thereto, Agent and Lenders (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantor and the other Credit Parties.

B. In order to induce Agent and Lenders to extend such financial accommodations as provided for in the Credit Agreement, Grantor has delivered to Agent, for the benefit of Agent and Lenders, that certain Security Agreement dated as of April 28, 2017, made by Grantor and the other "Grantors" referred to therein, in favor of Agent, for the benefit of Agent and Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Agent and Lenders, this Patent and Trademark Security Agreement.

AGREEMENT

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

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for the benefit of Agent and Lenders, a Lien upon and security interest in all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or divisions of Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"):

(a) all of Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

(e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement or dilution of any Trademark or Trademark License, or (C) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Agent and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement 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.

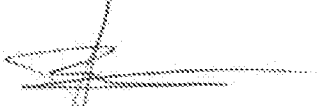
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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first set forth above.

“Grantor”

MONROVIA NURSERY COMPANY

By: _____


Frank Van Straalen
Chief Financial Officer

SCHEDULE I

to

PATENT AND TRADEMARK SECURITY AGREEMENT

(PART A)

PATENTS

TITLE	PATENT NUMBER	ISSUE DATE
Pinus mugo 'MonJaw'	PP32350	10/20/20
Buxus plant named 'MonAlex'	PP27647	2/17/17
MOBILE HORTICULTURE WORKSTATION	3110216	2/23/21 Patent Pending
MOBILE HORTICULTURE WORKSTATION	20212751	12/9/20 Patent Pending

(PART B)

TRADEMARKS

FEDERAL REGISTERED MARKS	APPLICATION/REGISTRATION No.	APPLICATION/REGISTRATION DATE
BLUE ENCHANTRESS®	016808321	9/20/2017 (EU, UK)
CAMOUFLAGE®	018136406	3/3/20 (EU, UK)
CAMOUFLAGE®	5851700	9/3/19 (US)
CHATEAU®	6029622	4/7/20 (US)
COCO KRUNCH®	16807844	12/14/17 (EU, UK)
COLORIFIC®	88/559348	8/1/19
DISTINCTIVELY BETTER®	807327	9/22/11 (Canada)
EMBERS®	5956525	1/7/20
FLORALBERRY®	5466522	5/8/18
GARDEN ANGEL®	6017863	3/24/20
KIWI MAGIC®	5571816	9/25/18
LITTLE RAGU®	017871104	6/27/18 (EU, UK)
MONROVIA (stylized) and Flower Design®	TMA541789	3/1/01 (Canada)
MONROVIA (stylized) and Flower Design®	6424913	7/20/21
MONROVIA and design®	2182491	8/18/98
NITTY GRITTY®	6043664	4/28/20
PETITE PLUM®	TMA926052	1/14/16 (Canada)
PETITE PLUM®	016808354	9/29/17 (EU, UK)
PLANTT®	90/556071	3/2/21
SHANGRI-LA®	6013759	3/17/20
SKYE®	6435142	7/27/21
SPRINGSHINE®	017795089	6/23/18 (EU, UK)
SPRINGSHINE®	5581981	10/9/18
TECTONIC®	6279004	2/23/21
THE DAN HINKLEY PLANT COLLECTION®	810436	10/27/11 (Canada)