

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801287

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT NO. 1 TO CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HYDROFARM, LLC		04/05/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
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: 3			
Property Type	Number	Word Mark	
Registration Number:	5049680	AURORA INNOVATIONS	
Registration Number:	5079784	PROCISION	
Registration Number:	5566066	SOUL	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1958517		
NAME OF SUBMITTER:	Dahlia Gottlieb		
SIGNATURE:	/Dahlia Gottlieb/		
DATE SIGNED:	04/07/2023		
Total Attachments: 5			

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SUPPLEMENT NO. 1 TO
CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

This SUPPLEMENT NO. 1 TO CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Supplement”) is made as of April 5, 2023, by and between **HYDROFARM, LLC**, a California limited liability company (the “Grantor”) and **JPMORGAN CHASE BANK, N.A.**, in its capacity as collateral agent (together with its successors and assigns, the “Collateral Agent”) for the Lenders and the other Secured Parties under the Credit Agreement referred to below.

WHEREAS, pursuant to that certain Credit Agreement dated as of October 25, 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the other Loan Parties party thereto, the Collateral Agent, JPMorgan Chase Bank, N.A. as administrative agent, and the Lenders party thereto, the Lenders agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, for the Lenders to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, the Grantor, Aurora Innovations, LLC (“Aurora”) and certain of the other Loan Parties executed and delivered to the Collateral Agent, on behalf of the Secured Parties, that certain U.S. Pledge and Security Agreement, dated as of October 25, 2021 (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, the Grantor, Aurora and certain of the other Loan Parties (i) pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined in the Existing Confirmatory Grant) and (ii) filed with the USPTO on October 25, 2021 that certain Confirmatory Grant of Security Interests in Trademarks dated as of October 25, 2021 (the “Existing Confirmatory Grant”, together with the Security Agreement, the “Security Documents”);

WHEREAS, effective as of December 30, 2022, Aurora merged with the Grantor, and subsequently recorded with the United States Patent and Trademark Office (the “USPTO”) on January 27, 2023, the transfer of its Trademark Collateral to the Grantor (the “Transferred Trademark Collateral”); and

WHEREAS, pursuant to the Security Agreement and the authorization given to the Collateral Agent by the Grantor under Section 5 (Authorization to Supplement) of the Existing Confirmatory Grant, the Collateral Agent and the Grantor are hereby amending and supplementing Schedule I of the Existing Confirmatory Grant in order to record with the USPTO the continuing security interest of the Collateral Agent, for the benefit of the Secured Parties, in the Transferred Trademark Collateral;

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, the parties hereto hereby agree as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Documents or, if not defined therein, in the Credit Agreement.
2. **AMENDMENT AND SUPPLEMENT**. Schedule I of the Existing Confirmatory Grant

is hereby amended and supplemented by replacing the Trademark Collateral listed therein as owned by Aurora with the Trademark Collateral owned by the Grantor listed in Schedule I hereof, to further evidence the continuing security interest of the Collateral Agent, for the benefit of the Secured Parties, in the Transferred Trademark Collateral.

Except as expressly set forth herein, this Supplement shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Security Documents or the Credit Agreement or any other provision of such agreements or any other Loan Document.

3. **COUNTERPARTS.** This Supplement 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 Supplement. Delivery of an executed counterpart of a signature page of this Supplement 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 Supplement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Supplement 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 Supplement is a Loan Document.

4. **CHOICE OF LAW. THIS SUPPLEMENT 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.**

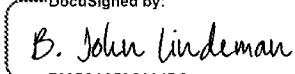
5. **MISCELLANEOUS. THIS SUPPLEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER AND THE OTHER MATTERS SET FORTH IN SECTIONS 8.18 AND 8.19 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.**

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

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed and delivered as of the day and year first above written.

GRANTOR:

HYDROFARM, LLC,
a California limited liability company


By:  7635CA993C0648C
Name: B. John Lindeman
Title: Chief Financial Officer

[Signature page to Supplement No. 1 to Confirmatory Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 008036 FRAME: 0373

COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Hashim Kamal
Title: Authorized Signer

SCHEDULE I
to
SUPPLEMENT NO. 1

Trademarks

Hydrofarm, LLC:

Mark	Jurisdiction	Reg. No.	Reg. Date	Status	Serial No.
AURORA INNOVATIONS	U.S.	5049680	September 27, 2016	Registered	86917330
PROCISION	U.S.	5079784	November 8, 2016	Registered	86915268
SOUL	U.S.	5566066	September 18, 2018	Registered	86443357

[Schedule I to Supplement No. 1 to Confirmatory Grant of Security Interest in Trademarks]

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RECORDED: 04/07/2023

TRADEMARK
REEL: 008036 FRAME: 0375