

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828673

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|---|---|---------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PNC Bank, National Association | | 08/01/2023 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | The HC Companies, Inc. | | |
| Street Address: | 2450 Edison Blvd., Suite 3 | | |
| City: | Twinsburg | | |
| State/Country: | OHIO | | |
| Postal Code: | 44087 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5600685 | LISTO | |
| Registration Number: | 5600684 | LISTO | |
| Registration Number: | 5259751 | HC THE HC COMPANIES | |
| Registration Number: | 5259750 | THE HC COMPANIES | |
| Registration Number: | 5259749 | HC | |
| Registration Number: | 6853523 | BIOPAX | |
| Registration Number: | 5671095 | WAVE LOCK | |
| Registration Number: | 5630405 | ECOGROW | |
| Registration Number: | 5630404 | ECOGROW | |
| Registration Number: | 5630403 | ECOGROW ENVIRO-CONTAINERS | |
| Registration Number: | 5725029 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6175236850 | | |
| <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: | 617-523-2700 | | |
| Email: | susan.dinicola@hklaw.com,kate.ferrara@hklaw.com | | |
| Correspondent Name: | Holland & Knight LLP | | |
| Address Line 1: | 10 St. James Avenue | | |

OP \$290.00 5600685

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|---------------------------|-----------------------------|
| Address Line 4: | Boston, MASSACHUSETTS 02116 |
| NAME OF SUBMITTER: | Susan C DiNicola |
| SIGNATURE: | /Susan C. DiNicola/ |
| DATE SIGNED: | 08/01/2023 |

Total Attachments: 5
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**TERMINATION AND RELEASE OF
SUPPLEMENT NO. 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination"), is dated as of August 1, 2023, and made by PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders ("Agent") to THE HC COMPANIES, INC., a Delaware corporation (the "Grantor").

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of February 17, 2015 (as amended, restated, supplemented or otherwise modified from time to time, include all exhibits and schedules thereto, the "Credit Agreement") among the Grantor, GROWER EXPRESS TRUCKING, INC., an Ohio corporation, AMERIKAN, LLC, a Florida limited liability company, THE HC CANADA OPERATING COMPANY LTD., a corporation incorporated under the laws of the Province of Ontario, (together with each other Person party thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Grantors entered into that certain Supplemental No. 1 to Intellectual Property Security Agreement dated as of April 1, 2022 (the "Security Agreement") in favor of the Agent, to secure the payment and performance of the Obligations under the Credit Agreement;

WHEREAS, pursuant to the Security Agreement, a continuing security interest was granted by the Grantors to the Agent in the IP Collateral, including (i) those patents and patent applications (collectively, "Patents") listed on Schedule A attached hereto and all of the goodwill of the business connected with the use of, and symbolized by each such Patent (the "Released Patents"), and (ii) those trademarks, trademark applications, service marks, trade names and mask works (collectively, "Trademarks") listed on Schedule B attached hereto and all of the goodwill of the business connected with the use of, and symbolized by each such Trademark (the "Released Trademarks" and, together with the Released Patents, the "Released Collateral");

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office (the "USPTO"), on October 1, 2022 at Reel/Frame 061279/0167 for Patents and at Reel/Frame 007858/0882 for Trademarks; and

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest solely in the Released Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, the Agent hereby agrees as follows:

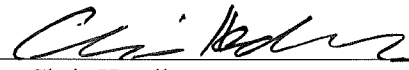
1. Definitions. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Credit Agreement or Security Agreement, as applicable.
2. Release of Security Interest. The Agent hereby fully terminates, releases and discharges its security interest in the Released Collateral. If and to the extent that the Agent has acquired any right, title or interest in and to any Released Collateral, the Agent hereby transfers, conveys and assigns such right, title and interest to the applicable Grantor as indicated on Schedule A or Schedule B attached hereto.

3. Authorization. The Agent hereby authorizes the filing and recordation of this Termination with the USPTO or any other governmental office to evidence the termination and release granted by this Termination.

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IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Termination as of the date above first written.

PNC BANK, NATIONAL ASSOCIATION,
as the Agent

By: 
Name: Chris Handler
Title: Senior Vice President


Schedule A

Released Patents

| Title | Jurisdiction | Patent Number/ (Application Number) | Registration Date/ (Application Date) | Owner |
|--|---------------------|--|--|------------------------|
| PLANTER | United States | D938302 | December 14, 2021 | The HC Companies, Inc. |
| COOLER | United States | D929812 | September 7, 2021 | The HC Companies, Inc. |
| HORTICULTURAL CONTAINER WITH TAG SLOT | United States | 10939622 | March 9, 2021 | The HC Companies, Inc. |
| HORTICULTURAL CONTAINER WITH TAG SLOT | United States | 10701867 | July 7, 2020 | The HC Companies, Inc. |
| HORTICULTURAL CONTAINER | United States | D877649 | March 10, 2020 | The HC Companies, Inc. |
| PLANTING POT | United States | D875599 | February 18, 2020 | The HC Companies, Inc. |
| PLANTING POT | United States | D870593 | December 24, 2019 | The HC Companies, Inc. |
| PLANTER | United States | D840868 | February 29, 2019 | The HC Companies, Inc. |
| PLANTER | United States | D839782 | February 5, 2019 | The HC Companies, Inc. |
| PLANTER | United States | D839781 | February 5, 2019 | The HC Companies, Inc. |
| PLANTER | United States | D836024 | December 18, 2018 | The HC Companies, Inc. |
| TAG RETAINER FOR A HORTICULTURAL CONTAINER | United States | 10098286 | October 16, 2018 | The HC Companies, Inc. |
| PLANTER | United States | D829594 | October 2, 2018 | The HC Companies, Inc. |
| PLANTER | United States | D827489 | September 4, 2018 | The HC Companies, Inc. |
| TAG SLOT | United States | D827486 | September 4, 2018 | The HC Companies, Inc. |
| PLANTER | United States | D819488 | June 5, 2018 | The HC Companies, Inc. |
| HORTICULTURAL CONTAINER | United States | D875598 | February 18, 2020 | The HC Companies, Inc. |
| PLANTER | United States | D813719 | March 27, 2018 | The HC Companies, Inc. |
| PLANTER | United States | D800014 | October 17, 2017 | The HC Companies, Inc. |
| PLANTER | United States | D789242 | June 13, 2017 | The HC Companies, Inc. |
| RAILING MOUNTABLE HORTICULTURAL CONTAINER | United States | 11678613 | May 31, 2023 | The HC Companies, Inc. |
| HORTICULTURAL CONTAINER | United States | 11412667 | July 27, 2022 | The HC Companies, Inc. |
| PLANTER | United States | D850974 | June 25, 2017 | The HC Companies, Inc. |

Schedule B

Released Trademarks

| Mark | Jurisdiction | Registration Number/ (Application Number) | Registration Date/ (Application Date) | Owner |
|---|---------------------|--|--|------------------------|
| LISTO | United States | 5600685 | November 6, 2018 | The HC Companies, Inc. |
| LISTO | United States | 5600684 | November 6, 2018 | The HC Companies, Inc. |
| HC THE HC COMPANIES | United States | 5259751 | August 8, 2017 | The HC Companies, Inc. |
| THE HC COMPANIES | United States | 5259750 | August 8, 2017 | The HC Companies, Inc. |
| HC | United States | 5259749 | August 8, 2017 | The HC Companies, Inc. |
| BIOPAX | United States | 6853523 | September 20, 2022 | The HC Companies, Inc. |
| WAVE LOCK | United States | 5671095 | July 14, 2017 | The HC Companies, Inc. |
| ECOGROW | United States | 5630405 | May 2, 2017 | The HC Companies, Inc. |
| ECOGROW | United States | 5630404 | May 2, 2017 | The HC Companies, Inc. |
| ECOGROW ENVIRO-CONTAINERS | United States | 5630403 | May 2, 2017 | The HC Companies, Inc. |
|  | United States | 5725029 | March 14, 2018 | The HC Companies, Inc. |