

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		06/13/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NS, LLC
Street Address:	1169 Brittan Road
City:	Akron
State/Country:	OHIO
Postal Code:	43305
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	NSI Holdings, Inc.
Street Address:	780 Third Avenue
Internal Address:	40th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10007
Entity Type:	CORPORATION: DELAWARE

Name:	Nursery Supplies, Inc.
Street Address:	1415 Orchard Drive
City:	Chambersburg
State/Country:	PENNSYLVANIA
Postal Code:	17201
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1981272	AGS

OP \$140.00 1981272

Registration Number:	1356702	ARP-TAINER
Registration Number:	1421101	CLASSIC
Registration Number:	1963450	DEC-GROW
Registration Number:	1775895	GRIP-LIP

CORRESPONDENCE DATA

Fax Number: 2158325619
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-569-5619
 Email: pecsenye@blankrome.com
 Correspondent Name: Timothy D. Pecsénye
 Address Line 1: One Logan Square
 Address Line 2: Eighth Floor
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-13037
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	06/19/2013

Total Attachments: 3
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of June 13, 2013 in favor of NS, LLC, NSI Holdings, Inc., and Nursery Supplies, Inc. (“Grantors”) by General Electric Capital Corporation (the “Agent”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Credit Agreement (as defined below).

WHEREAS, Grantors and the Agent entered into that certain Credit Agreement by and between Grantors, the Agent, and the other parties thereto dated May 26, 2005 (the “Credit Agreement”);

WHEREAS, pursuant to the Credit Agreement and other Loan Documents, each Grantor granted to the Agent a security interest in all of its right, title and interest in, to and under certain intellectual property and, in connection therewith, entered into that certain Intellectual Property Security Agreement dated May 26, 2005 (the “Intellectual Property Security Agreement”) for the purpose of recording such security interest with respect to the Intellectual Property Collateral (as such term is defined in the Intellectual Property Security Agreement), which included those items set forth on Schedule A hereto, with the United States Patent and Trademark Office;

WHEREAS, the Intellectual Property Security Agreement Security Agreement was recorded with the United States Patent and Trademark Office on July 8, 2005, at Reel 3190, Frame 0476; and

WHEREAS, Grantors have paid all of their outstanding indebtedness to the Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby, on behalf of itself and the Lenders (i) terminates the Intellectual Property Security Agreement Security Agreement, (ii) terminates, cancels and releases any and all security interests it has against the Intellectual Property Security Agreement Collateral, and (iii) re-assigns to Grantors any right, title and interest it may have in, to and under the Intellectual Property Security Agreement Collateral.


The Agent shall, at Grantors’ expense, take all further actions, and provide to Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the date first set forth above.

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name: Aamir Moinuddin

Its: Duly Authorized Signatory

SCHEDULE A

Trademark	Country	Registration Number	Registration Date	Status
AGS	U.S. Federal	1981272	18-Jun-1996	Registered
ARP-TAINER	U.S. Federal	1356702	27-Aug-1985	Registered
CLASSIC	U.S. Federal	1421101	16-Dec-1986	Registered
DEC-GROW	U.S. Federal	1963450	19-Mar-1996	Registered
GRIP-LIP	U.S. Federal	1775895	08-Jun-1993	Registered