

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orchard Supply Hardware LLC		08/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	LF, LLC		
Street Address:	P.O. Box 39		
City:	Mount Mourne		
State/Country:	NORTH CAROLINA		
Postal Code:	28123		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	3926325	AQUA VISTA	
Registration Number:	2918132	BACKYARD PRO	
Registration Number:	3200849	BLUE RIDGE	
Registration Number:	2776948	BRIDGEWATER	
Registration Number:	2200708	COMPLETE HARDWARE & GARDEN	
Registration Number:	3635800	EARTH FRIENDLY EARTH FRIENDLY	
Registration Number:	4155885	HOME ACCENTS	
Registration Number:	2704813	LAS SOLUCIONES EXISTEN. !NOSOTROS TE AYU	
Registration Number:	2967061	LIFETIME PLANT GUARANTEE	
Registration Number:	4106668	MORRO	
Registration Number:	4095995	ORCHARD	
Registration Number:	4096521	ORCHARD EST. 1931	
Registration Number:	3511974	ORCHARD SUPER HARDWARE	
Registration Number:	2775762	ORCHARD SUPPLY HARDWARE	

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Registration Number:	3958656	ORCHARD SUPPLY HARDWARE EST. 1931
Registration Number:	3958657	ORCHARD SUPPLY HARDWARE EST. 1931
Registration Number:	4149029	ORCHARD SUPPLY HARDWARE EST. 1931
Registration Number:	3478056	ORCHARD'S PRIDE
Registration Number:	2766925	OSH
Registration Number:	2638912	OSH ORCHARD SUPPLY HARDWARE
Registration Number:	3900869	PACIFIC BAY
Registration Number:	3994025	PACIFIC BAY
Registration Number:	4272617	SEASON'S TRADITIONS
Registration Number:	4165239	SUPER SELECT
Registration Number:	4161817	SUPERTUF
Registration Number:	3478057	SWEET SAN CARLOS
Registration Number:	2683582	THE ANSWERS ARE OUT THERE. WE'LL HELP Y
Registration Number:	3667934	WESTERN HAWK
Serial Number:	85753981	MISSION
Serial Number:	85395300	AQUA VISTA

CORRESPONDENCE DATA

Fax Number: 7047570713
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 704 758 4927
Email: Trademarks@lowes.com
Correspondent Name: Scott W. Goode
Address Line 1: 1000 Lowe's Boulevard
Address Line 4: Mooresville, NORTH CAROLINA 28117

ATTORNEY DOCKET NUMBER:	ORCHARD TM ASSIGNMENT
NAME OF SUBMITTER:	Scott W. Goode
Signature:	/swgoode/
Date:	11/12/2013

Total Attachments: 7
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REEL: 005152 FRAME: 0370

IP ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS IP ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Assignment*") is made and entered into as of August 30, 2013 by and among Orchard Supply Company, LLC, a Delaware limited liability company ("*Purchaser*") and one or more other persons designated by the Purchaser (collectively, the "*Purchaser Designees*" and with the Purchaser, each a "*Purchaser*" and collectively, the "*Purchasers*"), and Orchard Supply Hardware Stores Corporation, a Delaware corporation (the "*Company*"), Orchard Supply Hardware LLC, a Delaware limited liability company and OSH Properties LLC (each a "*Company Subsidiary*" and collectively, the "*Company Subsidiaries*," and together with the Company, each a "*Seller*" and collectively, the "*Sellers*").

WHEREAS, Sellers have agreed to sell to Purchasers and Purchasers have agreed to purchase from Sellers various assets, including without limitation, the Purchased Intellectual Property and the goodwill of the business associated therewith; and

WHEREAS, Purchasers desire to acquire Sellers' entire right, title and interest in and to such Purchased Intellectual Property;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Asset Purchase Agreement, dated June 17, 2013, by and among Purchaser and Sellers, as amended and restated on August 20, 2013 (the "*Asset Purchase Agreement*") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Sellers hereby irrevocably and unconditionally grant, convey, transfer and assign to Purchasers all of Sellers' right, title and interest in and to the Purchased Intellectual Property set forth on Exhibit 1 hereto and the goodwill and all rights associated therewith, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, the same to be held by Purchasers for Purchasers' own use and enjoyment, and for the use and enjoyment of Purchasers' successors and assigns and other legal representatives, together with all rights to income, royalties and license fees deriving from the Purchased Intellectual Property, all claims for damages by reason of past, present and future infringements or unauthorized uses of the Purchased Intellectual Property and the right to sue for and collect such damages, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Purchasers and each Purchaser's successors, assigns and other legal representatives.

2. Assistance. Subject to Section 3, Sellers and Purchasers shall execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein. This includes but is not limited to confirmatory assignment and security interest release instruments. Any physical and / or electronic files in the possession of Sellers or Seller's counsel related to the Purchased Intellectual Property shall be delivered to Purchasers within 60 days of execution of the Assignment at a date to be agreed upon by Purchasers and

Sellers.

3. Relation to Asset Purchase Agreement. This Assignment is intended only to effect the transfer of the Purchased Intellectual Property, including the rights therein as provided in Section 1 of this Assignment, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of any party set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. General.

4.1 Severability; Amendment. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Sellers and Purchasers on behalf of Sellers and Purchasers.

4.2 Entire Agreement; No Third-Party Beneficiaries. This Assignment, including the Exhibits and other documents attached or referred to herein, which form a part hereof, embodies the entire agreement and understanding of the parties hereof, and supersedes all prior or contemporaneous agreements or understandings (whether written or oral) among the parties, in respect to the subject matter contained herein. If any conflict exists between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control. This Assignment and the obligations hereunder are not intended to confer any rights or remedies to any third party and are not intended to operate, in anyway, as an agreement for the benefit of any third party.

4.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Sellers without the prior written consent of Purchasers, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Purchasers without the written consent of Sellers.

4.4 Governing Law. This Assignment governed and construed in accordance with federal bankruptcy law, to the extent applicable, and where state law is implicated, the internal laws of the State of New York (without giving reference to the principles of conflicts of law).

4.5 Defined Terms. All capitalized terms not defined herein shall have the meaning assigned to them in the Asset Purchase Agreement.

4.6 Counterparts. This Assignment may be executed in any number of counterparts, all of which, taken together, shall constitute one document. Counterparts of this Assignment (or applicable signature pages hereof) that are manually signed and delivered by

facsimile or other electronic transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed,
as of the date first written above.

COMPANY:

ORCHARD SUPPLY HARDWARE STORES
CORPORATION

By: _____
Name:
Title:

COMPANY SUBSIDIARIES:

ORCHARD SUPPLY HARDWARE LLC


By: _____
Name:
Title:

OSH PROPERTIES LLC

By: _____
Name:
Title:

PURCHASER:

ORCHARD SUPPLY COMPANY, LLC

By: 
Name: Richard D. Maltsbarger
Title: Manager

PURCHASER DESIGNEE:

LF, LLC

By: 
Name:
Title:

[Signature Page to IP Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed,
as of the date first written above.

COMPANY:

ORCHARD SUPPLY HARDWARE STORES
CORPORATION

By: Michael W. Fox
Name: Michael W. Fox
Title: Senior Vice President, General
Counsel and Secretary

COMPANY SUBSIDIARIES:

ORCHARD SUPPLY HARDWARE LLC

By: Michael W. Fox
Name: Michael W. Fox
Title: Senior Vice President, General
Counsel and Secretary

OSH PROPERTIES LLC

By: Michael W. Fox
Name: Michael W. Fox
Title: Senior Vice President, General
Counsel and Secretary

PURCHASER:

ORCHARD SUPPLY COMPANY, LLC

By: _____
Name: Richard D. Maltzbarger
Title: Manager

PURCHASER DESIGNEE:

LP, LLC

By: _____
Name:
Title:

[Signature Page to IP Assignment and Assumption Agreement]

EXHIBIT 1

Mark	Registration No.	Registered
AQUA VISTA	3,926,325	03/01/2011
BACKYARD PRO	2,918,132	01/11/2005
BLUE RIDGE	3,200,849	01/23/2007
BRIDGEWATER	2,776,948	10/21/2003
COMPLETE HARDWARE & GARDEN	2,200,708	10/27/1998
EARTH FRIENDLY EARTH FRIENDLY & Design	3,635,800	06/09/2009
HOME ACCENTS	4155885	06/05/2012
LAS SOLUCIONES EXISTEN, ¿NOSOTROS TE AYUDAMOS A ENCONTRARLAS!	2,704,813	04/08/2003
LIFETIME PLANT GUARANTEE & Design	2,967,061	07/12/2005
MORRO	4106668	02/28/2012
ORCHARD	4,095,995	02/07/2012
ORCHARD EST. 1931 & Design	4,096,521	02/07/2012
ORCHARD SUPER HARDWARE	3,511,974	10/07/2008
ORCHARD SUPPLY HARDWARE	2,775,762	10/21/2003
ORCHARD SUPPLY HARDWARE EST. 1931 & Design	3,958,656	05/10/2011
ORCHARD SUPPLY HARDWARE EST. 1931 & Design	3,958,657	05/10/2011
ORCHARD SUPPLY HARDWARE EST. 1931 & Design	4,149,029	05/29/2012
ORCHARD'S PRIDE	3,478,056	07/29/2008
OSH	2,766,925	09/23/2003
OSH ORCHARD SUPPLY HARDWARE & Design	2,638,912	10/22/2002
PACIFIC BAY	3,900,869	01/04/2011
PACIFIC BAY	3,994,025	07/12/2011
SEASON'S TRADITIONS	4,272,617	01/08/2013
SUPER SELECT	4,165,239	06/26/2012
SUPERTUF	4,161,817	06/19/2012
SWEET SAN CARLOS	3,478,057	07/29/2008
THE ANSWERS ARE OUT THERE. WE'LL HELP YOU FIND THEM.	2,683,582	02/04/2003
WESTERN HAWK	3,667,934	08/11/2009

EXHIBIT 1 - Continued

Mark	Application No.	Filing Date
MISSION	85/753,981	10/15/2012
AQUA VISTA	85/395,300	08/11/2011