

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LESCO, INC.		12/23/2013	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	UBS AG, STAMFORD BRANCH, as Collateral Agent and Administrative Agent
Street Address:	677 Washington Boulevard, 6th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	CORPORATION: CONNECTICUT

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	3386489	CONFLICT
Registration Number:	2865049	CROSSCHECK
Registration Number:	2785530	DOUBLE EAGLE
Registration Number:	3573932	ECOSENTIAL
Registration Number:	3749099	ELITE
Registration Number:	3612867	EZ-LAWN
Registration Number:	1986533	LESCO
Registration Number:	1989473	LESCO
Registration Number:	1901402	LESCO
Registration Number:	1989474	LESCO
Registration Number:	1902916	LESCO
Registration Number:	1938075	LESCO
Registration Number:	1989470	LESCO
Registration Number:	1975751	LESCO

CH \$790.00 3386489

Registration Number:	3283559	LESCO ECOSENTIAL FOR THE WORLD WE LIVE I
Registration Number:	3215723	LESCO MELT
Registration Number:	3215724	LESCO MELT II
Registration Number:	1915665	LESCO SERVICE CENTER
Registration Number:	2081918	LESCO STORES-ON-WHEELS
Registration Number:	2949988	LESCODIRECT
Registration Number:	2903343	MANICURE
Registration Number:	3419446	MANSION
Registration Number:	1818653	POLY PLUS
Registration Number:	1415551	PRE-M
Registration Number:	2518525	PROSECUTOR
Registration Number:	3415219	REGIMAX PGR
Registration Number:	3111946	SPECTATOR
Registration Number:	2869475	STONEWALL
Registration Number:	2113129	STORES-ON-WHEELS
Registration Number:	3236785	TOURNAMENT
Registration Number:	1543159	TRACKER

**CORRESPONDENCE DATA**

Fax Number: 2123037064  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212 318 6824  
Email: christinedionne@paulhastings.com  
Correspondent Name: Christine Dionne c/o Paul Hastings LLP  
Address Line 1: 75 East 55th Street  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	78303.00065
NAME OF SUBMITTER:	Christine Dionne
Signature:	/Christine Dionne/
Date:	12/23/2013

**Total Attachments: 5**

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**TRADEMARK**

**REEL: 005180 FRAME: 0934**

ABL NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of December 23, 2013, made by LESCO, INC., an Ohio corporation, having a principal place of business at 1301 E. 9<sup>th</sup> St., Suite 1300, Cleveland, OH, 44114 (the "Grantor"), in favor of UBS AG, STAMFORD BRANCH, a Connecticut corporation having a principal place of business at 677 Washington Blvd, 6<sup>th</sup> Floor, Stamford, CT 06901, as administrative agent and collateral agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of December 23, 2013 (as amended, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among the Parent Borrower, John Deere Landscapes LLC, the Agent and the other parties from time to time party thereto.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers, the proceeds of which will be used in part to enable the Borrowers to make valuable transfers to one or more of the other Granting Parties in connection with the operation of their respective businesses; and

WHEREAS, in connection with the Credit Agreement, the Borrowers executed and delivered a Term Loan Guarantee and Collateral Agreement, dated as of December 23, 2013, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals,

have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrowers, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons that would otherwise be included in the Security Collateral for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark Licenses (in each case, except to the extent that, pursuant to the Code and any other applicable law, the granting of security interests therein can be made without resulting in a breach, default or termination thereof).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall prevail.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LESCO, INC.


By:   
Name: David P. Werning  
Title: President


[SIGNATURE PAGE TO ABL NOTICE AND GRANT OF SECURITY INTEREST IN TRADEMARKS]

**TRADEMARK**  
**REEL: 005180 FRAME: 0937**

Acknowledged and Agreed to as  
of the date hereof by:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent and Administrative  
Agent

By:   
Name: Lana Gifas  
Title: Director

By:   
Name: Jennifer Anderson  
Title: Associate Director

[SIGNATURE PAGE TO ABL NOTICE AND GRANT OF SECURITY INTEREST IN TRADEMARKS]

**TRADEMARK**  
**REEL: 005180 FRAME: 0938**

SCHEDULE I

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CONFLICT	78755848	11/17/2005	3386489	2/19/2008
CROSSCHECK	78248414	5/12/2003	2865049	7/20/2004
DOUBLE EAGLE	76381575	3/13/2002	2785530	11/25/2003
ECOSENTIAL	78533699	12/16/2004	3573932	2/10/2009
ELITE	77766234	6/23/2009	3749099	2/16/2010
EZ-LAWN	77031893	10/30/2006	3612867	4/28/2009
LESCO	74542743	6/24/1994	1986533	7/16/1996
LESCO	74542742	6/24/1994	1989473	7/30/1996
LESCO	74542745	6/24/1994	1901402	6/27/1995
LESCO	74542744	6/24/1994	1989474	7/30/1996
LESCO	74544526	7/1/1994	1902916	7/4/1995
LESCO	74540911	6/22/1994	1938075	11/28/1995
LESCO	74541351	6/23/1994	1989470	7/30/1996
LESCO	74542746	6/24/1994	1975751	5/28/1996
LESCO ECOSENTIAL FOR THE WORLD WE LIVE IN & DESIGN	78565298	2/11/2005	3283559	8/21/2007
LESCO MELT & DESIGN	78882164	5/12/2006	3215723	3/6/2007
LESCO MELT II & DESIGN	78882168	5/12/2006	3215724	3/6/2007
LESCO SERVICE CENTER	74540912	6/22/1994	1915665	8/29/1995
LESCO STORES-ON-WHEELS	74584423	10/11/1994	2081918	7/22/1997
LESCODIRECT	78239211	4/17/2003	2949988	5/10/2005
MANICURE	78295410	9/3/2003	2903343	11/16/2004
MANSION	77129710	3/13/2007	3419446	4/29/2008
POLY PLUS	74378507	4/9/1993	1818653	2/1/1994
PRE-M	73588739	3/18/1986	1415551	11/4/1986
PROSECUTOR	75902659	1/24/2000	2518525	12/11/2001
REGIMAX PGR	77081906	1/12/2007	3415219	4/22/2008
SPECTATOR	78673522	7/19/2005	3111946	7/4/2006
STONEWALL	78253694	5/23/2003	2869475	8/3/2004
STORES-ON-WHEELS	75023683	11/22/1995	2113129	11/11/1997
TOURNAMENT	78882149	5/12/2006	3236785	5/1/2007
TRACKER	73762076	11/7/1988	1543159	6/13/1989