

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300192

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nursery Supplies, Inc.		06/13/2013	CORPORATION: NEW JERSEY
SidCo Associates, LLC		06/13/2013	LIMITED LIABILITY COMPANY: OHIO
Summit Plastic Company		06/13/2013	CORPORATION: OHIO
JanorPot, LLC		06/13/2013	LIMITED LIABILITY COMPANY: OHIO
DSG Holding Company, Inc.		06/13/2013	CORPORATION: DELAWARE
New NSI Holdings, Inc.		06/13/2013	CORPORATION: DELAWARE
NSI Holdings, Inc.		06/13/2013	CORPORATION: DELAWARE
NS/DSG, LP		06/13/2013	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1981272	AGS
Registration Number:	1356702	ARP-TAINER
Registration Number:	1421101	CLASSIC
Registration Number:	1963450	DEC-GROW
Registration Number:	3747463	ECO360
Registration Number:	3745218	ECO 360 SUMMIT PLASTIC COMPANY
Registration Number:	1775895	GRIP-LIP
Registration Number:	2647356	JANORPOT
Registration Number:	2844405	LERIO
Registration Number:	3475116	NSI NURSERY SUPPLIES INC.

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3618544	ROOT STEPPER
Registration Number:	1871367	THE ACCELERATOR

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: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-13037
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	04/03/2014

Total Attachments: 18

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of June 13, 2013, is made by NURSERY SUPPLIES, INC., a corporation organized under the laws of the State of New Jersey ("Nursery Supplies"), SIDCO ASSOCIATES, LLC, a limited liability company formed under the laws of the State of Ohio ("Sidco"), SUMMIT PLASTIC COMPANY, a corporation organized under the laws of the State of Ohio ("Summit"), JANORPOT, LLC, a limited liability company formed under the laws of State of Ohio ("JanorPot"), NEW NSI HOLDINGS, INC., a corporation organized under the laws of the State of Delaware ("Holdings"), NSI HOLDINGS, INC., a corporation organized under the laws of the State of Delaware ("NSI Holdings"), DSG HOLDING COMPANY, INC., a corporation organized under the laws of the State of Delaware ("DSG Holdings"), NS/DSG, LP, a limited partnership formed under the laws of the State of Delaware ("NS/DSG"; Nursery Supplies, Sidco, Summit, JanorPot, Holdings, NSI Holdings, DSG Holdings, and NS/DSG, collectively, "Grantors"), with an address at 1415 Orchard Drive, Chambersburg, PA 17201, in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association with an address at Three PNC Plaza, Sixth Floor, 225 Fifth Ave., Pittsburgh, PA 15222, in its capacity as "Administrative Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Administrative Agent" appointed under the Credit Agreement, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of June 13, 2013 (as it may be amended, modified, supplemented, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement) among Grantors, each other Person hereafter joined thereto as a borrower or guarantor from time to time, the various financial institutions named therein or which hereafter become a party thereto as lenders (collectively, the "Lenders"), CREDIT SUISSE SECURITIES (USA) LLC, as lead arranger and as arranger agent for the lenders, and Administrative Agent, Agents and Lenders have made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to such Credit Agreement, Grantors have granted to Administrative Agent, for its own benefit and for the ratable benefit of each Agent, Issuer, Lenders and each other Secured Party, security interests in and to and Liens on substantially all of each Grantor's assets (excluding only Excluded Property), including without limitation all of each Grantor's Intellectual Property (excluding only Excluded Property) and specifically including (excluding only Excluded Property) all of each Grantor's registered United States patents, trademarks and copyrights and all of each Grantor's filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "US Registered Intellectual Property"); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Administrative Agent's Liens in the US Registered Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to each Agent, Issuer, Lenders and each other Secured Party, each Grantor hereby assigns, pledges and grants to Administrative Agent, for its benefit and for the ratable benefit of each Agent, Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral") (provided that, the Intellectual Property shall not include any Excluded Property, including any intent-to-use trademark applications until such time, if any, as a statement of use is filed and accepted by the U.S. Patent and Trademark Office):

(a) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued United States patents and filed United States patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

(j) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly Paid in Full and the obligations of Agents and Lenders to make extensions of credit to any Grantor under the Credit Agreement or any Other Document is terminated.

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Administrative

Agent pursuant to the Credit Agreement, and Grantors hereby acknowledge and agree that the rights and remedies of the Administrative Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Credit Agreement, the Credit Agreement shall govern.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize Administrative Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office or United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new US Registered Intellectual Property Collateral (excluding any registration or issuance of any United States patent, trademark or copyright arising out of any filed United States patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement previously delivered to Administrative Agent in accordance with this paragraph), Grantors shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.7 or 9.8 of the Credit Agreement following acquisition of such new US Registered Intellectual Property (excluding only Excluded Property), deliver to Administrative Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired US Registered Intellectual Property on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired US Registered Intellectual Property Collateral to Administrative Agent, for its benefit and for the ratable benefit of each Agent, Issuer, Lenders and each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantors hereby authorize Administrative Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired US Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new US Registered Intellectual Property but Grantors fail for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantors hereby authorize Administrative Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of each Grantor an applicable Supplement with respect to such newly acquired US Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Administrative Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all US Registered Intellectual Property Collateral owned by Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an "**Event of Default**" under this Agreement. Upon the occurrence of any such Event of Default that is continuing, Administrative Agent, in addition to all other rights,

options, and remedies granted to Administrative Agent under the Credit Agreement or any Other Document, or otherwise available to Administrative Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Administrative Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Administrative Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Administrative Agent may deem necessary or desirable in order to create, protect or perfect the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Administrative Agent may deem necessary or desirable in order for Administrative Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Administrative Agent, its successors and assigns, and any officer, employee, attorney or Administrative Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement and the other Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, and all matters relating hereto or thereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.5 of the Credit Agreement (indemnities by Grantors), Section 16.6 of the Credit Agreement (notices), Section 16.7 of the Credit Agreement (survival of certain provisions), Section 16.9 of the Credit Agreement (expenses), Section 16.10 of the Credit Agreement (injunctive relief) and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Administrative Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agents.

Section 11. Releases. The provisions of Article XVIII – Releases of the Credit Agreement are incorporated herein by reference with regard to the Intellectual Property Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTORS:

NURSERY SUPPLIES, INC.

By: 
Name: Larry D. Curran
Title: Chief Financial Officer and Treasurer

SIDCO ASSOCIATES, LLC

By: _____
Name: Michael J. Lyons
Title: Manager

SUMMIT PLASTIC COMPANY

By: _____
Name: Michael J. Lyons
Title: Vice President and Assistant Treasurer

JANORPOT, LLC

By: _____
Name: Michael J. Lyons
Title: Manager

NEW NSI HOLDINGS, INC.

By: _____
Name: Philip I. Kim
Title: Vice President and Assistant Secretary

NSI HOLDINGS, INC.

By: _____
Name: Michael J. Lyons
Title: President

IN WITNESS WHEREOF, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTORS:

NURSERY SUPPLIES, INC.

By: _____
Name: Larry D. Curran
Title: Chief Financial Officer and Treasurer

SIDCO ASSOCIATES, LLC

By: _____
Name: Michael J. Lyons
Title: Manager

SUMMIT PLASTIC COMPANY

By: _____
Name: Michael J. Lyons
Title: Vice President and Assistant Treasurer

JANORPOT, LLC

By: _____
Name: Michael J. Lyons
Title: Manager

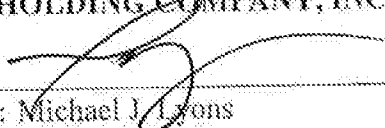
NEW NSI HOLDINGS, INC.

By: _____
Name: Philip I. Kim
Title: Vice President and Assistant Secretary

NSI HOLDINGS, INC.

By: _____
Name: Michael J. Lyons
Title: President

DSG HOLDING COMPANY, INC.

By: 

Name: Michael J. Lyons

Title: President

PI HOLDINGS, INC.

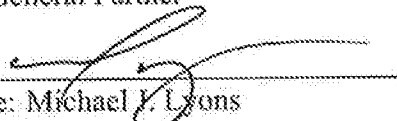
By: 

Name: Michael J. Lyons

Title: Vice President

NS/DSG, LP

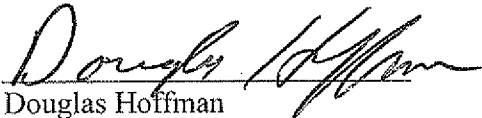
By: LEF III, LLC
Its: General Partner

By: 
Name: Michael J. Lyons
Title: Manager

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005250 FRAME: 0800

ACCEPTED AND AGREED
as of the date first above written:
PNC BANK, NATIONAL ASSOCIATION

By: 
Douglas Hoffman
Vice President

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005250 FRAME: 0801

NURSERY SUPPLIES, INC. ET AL
INTELLECTUAL PROPERTY SCHEDULES

TRADEMARKS

Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Registrant
AGS	U.S. Federal	74717383	18-Aug-1995	1981272	18-Jun-1996	Registered	Nursery Supplies, Inc.
ARP-TAINER	U.S. Federal	73476565	20-Apr-1984	1356702	27-Aug-1985	Registered	Nursery Supplies, Inc.
CLASSIC	U.S. Federal	73419256	28-Mar-1983	1421101	16-Dec-1986	Registered	Nursery Supplies, Inc.
DEC-GROW	U.S. Federal	74674110	15-May-1995	1963450	19-Mar-1996	Registered	Nursery Supplies, Inc.
ECO360	U.S. Federal	77503774	20-Jun-2008	3747463	09-Feb-2010	Registered	Summit Plastic Company
ECO 360 SUMMIT PLASTIC COMPANY	U.S. Federal	77508439	26-Jun-2008	3745218	02-Feb-2010	Registered	Summit Plastic Company
GRIP-LIP	U.S. Federal	74043339	28-Mar-1990	1775895	08-Jun-1993	Registered	Nursery Supplies, Inc.
JANORPOT	U.S. Federal	78073301	11-Jul-2001	2647356	05-Nov-2002	Registered	Janorpot, LLC
LERIO	U.S. Federal	76488733	10-Feb-2003	2844405	25-May-2004	Registered	Nursery Supplies, Inc.
LESI NURSERY SUPPLIES INC.	U.S. Federal	77241813	30-Jul-2007	3475116	29-Jul-2008	Registered	Nursery Supplies, Inc.
FOOT STEPPER	U.S. Federal	77478724	20-May-2008	3618544	12-May-2009	Registered	Summit Plastic Company
THE ACCELERATOR	U.S. Federal	74428268	24-Aug-1993	1871367	03-Jan-1995	Registered	Nursery Supplies, Inc.
NURSERY SUPPLIES	Canada	1372660	19-Nov-2007	TMA746547	31-Aug-2009	Registered	Nursery Supplies, Inc.

TRADEMARK

Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Registrant
AND LOGO							

PATENTS

Title	Country	Application Number	Filing Date	Patent/ Publication Number	Issue Date	Status	Owner
NURSERY CONTAINER UPPER PORTION	United States	29079166	27-Oct-1997	D413835	14-Sep-1999	Granted	Nursery Supplies, Inc.
PLANTER	United States	29129680	21-Sep-2000	D447719	11-Sep-2001	Granted	Nursery Supplies, Inc.
NURSERY CONTAINER BOTTOM PORTION	United States	29261228	9-Jun-2006	D562726	26-Feb-2008	Granted	Nursery Supplies, Inc.
NURSERY CONTAINER WITH ATTACHMENT DEVICE	United States	08997717	23-Dec-1997	5941019	24-Aug-1999	Granted	Nursery Supplies, Inc.
MOLDED ARTICLE	United States	08962714	3-Nov-1997	5954223	21-Sep-1999	Granted	Nursery Supplies, Inc.
METHOD AND APPARATUS FOR CONTROLLING ROOT GROWTH	United States	08803084	20-Feb-1997	6038813	21-Mar-2000	Granted	Nursery Supplies, Inc.
MULTI-POT DEVICE	United States	61814931	23-Apr-2013			Provisional Application	Inventors: Charles Synder; James Ward (Summit Plastic Company)
PLANT ROOT PRUNING CONTAINER	United States	11110882	21-Apr-2005	7210266	1-May-2007	Granted	Nursery Supplies, Inc.
BLOW MOLDED NURSERY CONTAINER WITH STIFFENED RIM AND FLEXIBLE HANDLES	United States	13793531	12-Mar-2013			Pending	Nursery Supplies, Inc.

TRADEMARK

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this __ day of _____, by NURSERY SUPPLIES, INC., a corporation organized under the laws of the State of New Jersey ("Nursery Supplies"), SIDCO ASSOCIATES, LLC, a limited liability company formed under the laws of the State of Ohio ("Sidco"), SUMMIT PLASTIC COMPANY, a corporation organized under the laws of the State of Ohio ("Summit"), JANORPOT, LLC, a limited liability company formed under the laws of State of Ohio ("JanorPot"), NEW NSI HOLDINGS, INC., a corporation organized under the laws of the State of Ohio ("Holdings"), NSI HOLDINGS, INC., a corporation organized under the laws of the State of Delaware ("NSI Holdings"), DSG HOLDING COMPANY, INC., a corporation organized under the laws of the State of Delaware ("DSG Holdings"), NS/DSG, LP, a limited partnership formed under the laws of the State of Delaware ("NS/DSG"; Nursery Supplies, Sidco, Sujmmit, JanorPot, Holdings, NSI Holdings, DSG Holdings, and NS/DSG, collectively, "Grantors"), with an address at 1415 Orchard Drive, Chambersburg, PA 17201, in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association with an address at Three PNC Plaza, Sixth Floor, 225 Fifth Ave., Pittsburgh, PA 15222, in its capacity as "Administrative Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Administrative Agent" appointed under the Credit Agreement, the "Administrative Agent");

WITNESSETH

WHEREAS, Grantors and Administrative Agent are parties to a certain Intellectual Property Security Agreement dated as of June 13, 2013 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to each Agent, Issuer, Lenders and each other Secured Party, Grantors have assigned, pledged and granted to Administrative Agent, for its benefit and for the ratable benefit of each Agent, Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantors have agreed that upon the acquisition by Grantor of any new US Registered Intellectual Property (excluding only Excluded Property), Grantor shall deliver to Administrative Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired US Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to each Agent, Issuer, Lenders and each other Secured Party, each Grantor hereby assigns, pledges and grants to Administrative Agent, for its benefit and for the ratable benefit of each Agent, Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired (excluding only Excluded Property):

(a) the newly acquired US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing); and

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Administrative Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

A. Representations and Warranties. Grantor hereby represents and warrants to Administrative Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all US Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof..

2. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

NURSERY SUPPLIES, INC.

By: _____
Name: _____
Title: _____

SIDCO ASSOCIATES, LLC

By: _____
Name: _____
Title: _____

SUMMIT PLASTIC COMPANY

By: _____
Name: _____
Title: _____

JANORPOT, LLC

By: _____
Name: _____
Title: _____

NEW NSI HOLDINGS, INC.

By: _____
Name: _____
Title: _____

NSI HOLDINGS, INC.

By: _____
Name: _____
Title: _____

DSG HOLDING COMPANY, INC.

By: _____
Name: _____
Title: _____

PI HOLDINGS, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION.

By: _____
Name: _____
Title: _____

[Signature Page to IP Security Agreement – Supplement Date _____]

SCHEDULE I TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____