

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shemin Nurseries, Inc.		02/27/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	677 Washington Blvd.		
Internal Address:	6th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	CORPORATION: CONNECTICUT		
Name:	ING Capital LLC		
Street Address:	1325 Avenue of the Americas		
Internal Address:	Suite 950		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1306272		
Registration Number:	1260303		
Registration Number:	3037958		
Registration Number:	4225748	CHOICETURF	
Registration Number:	4553415	CHOICEMELT	
CORRESPONDENCE DATA			
Fax Number:	2122305199		
<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:	212-318-6518		
Email:	terrenceboyle@paulhastings.com		

CH \$140.00 1306272

Correspondent Name: Terrence G. Boyle c/o Paul Hastings LLP
Address Line 1: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 78303.00056

NAME OF SUBMITTER: Terrence G. Boyle

SIGNATURE: /Terrence G. Boyle/

DATE SIGNED: 03/02/2015

Total Attachments: 12

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TERM LOAN 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 February 27, 2015, made by SHEMIN NURSERIES, INC., a Delaware corporation, having a principal place of business at 42 Old Ridgebury Road, 3rd Fl., Danbury, CT 06810 (the "Grantor"), in favor of ING Capital LLC, a Delaware limited liability company having a principal place of business at 1325 Avenue of the Americas, Suite 950, New York 10019, 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 an 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, in connection with the Credit Agreement and Security Agreement, the Grantor executed and delivered an Assumption Agreement, dated as of February 27, 2015, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Assumption Agreement"); and

WHEREAS, pursuant to the Security Agreement and the Assumption 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, the Security Agreement and the Assumption Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement and the Assumption 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 and the Assumption Agreement. Each of the Security Agreement and the Assumption 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.

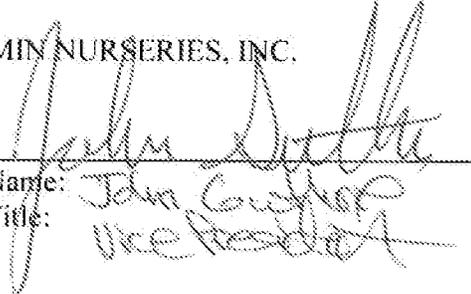
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

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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.

SHEMIN NURSERIES, INC.

By: 

Name:

Title:

John Gushko
Vice President

[Signature Page to Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005468 FRAME: 0775

ING CAPITAL LLC,
as Agent

By: Thomas K. McLaughly
Name: Thomas McLaughly
Title: Managing Director

By: Edward Bailey
Name: Edward Bailey
Title: Vice President

[Signature Page to Term Loan Notice and Confirmation of Grant of Security Interest in
Trademarks]

TRADEMARK
REEL: 005468 FRAME: 0776

SCHEDULE I

Trademark Registrations

Title	Serial #	Filing Date	Registration #	Registration Date
Design	73/399,459	10/1/82	1,306,272	11/20/84
Design	73/399,506	10/1/82	1,260,303	12/6/83
Design	78/512,845	11/8/04	3,037,958	1/3/2006
CHOICETURF	85/569713	3/14/12	4,225,748	10/16/2012
CHOICEMELT	86/070213	9/20/13	4,553,415	6/17/2014

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 February 27[, 2015, made by SHEMIN NURSERIES, INC., a Delaware corporation, having a principal place of business at 42 Old Ridgebury Road, 3rd Fl., Danbury, CT 06810 (the "Grantor"), in favor of UBS AG, STAMFORD BRANCH, a Connecticut corporation having a principal place of business at 677 Washington Blvd, 6th 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 an ABL 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, in connection with the Credit Agreement and Security Agreement, the Grantor executed and delivered an Assumption Agreement, dated as of February 27, 2015, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Assumption Agreement"); and

WHEREAS, pursuant to the Security Agreement and the Assumption 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, the Security Agreement and the Assumption Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement and the Assumption 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).

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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.

* * *

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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.

SHEMIN NURSERIES, INC.

By: _____

Name:

Title:

John Gufford
John Gufford
Vice President

[Signature Page to ABL Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005468 FRAME: 0781

UBS AG, STAMFORD BRANCH,
as Agent

By: 
Name: Darlene Arias
Title: Director

By: 
Name: Housseem Daly
Title: Associate Director

[Signature Page to ABL Notice and Confirmation of Grant of Security Interest in
Trademarks]

TRADEMARK
REEL: 005468 FRAME: 0782

SCHEDULE I

Trademark Registrations

Title	Serial #	Filing Date	Registration #	Registration Date
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Design	73/399,506	10/1/82	1,260,303	12/6/83
Design	78/512,845	11/8/04	3,037,958	1/3/2006
CHOICETURF	85/569713	3/14/12	4,225,748	10/16/2012
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