

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM333819

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Electric Capital Corporation		02/27/2015	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shemin Nurseries, Inc.		
<b>Street Address:</b>	1320 Lockhart Drive NW		
<b>City:</b>	Kennesaw		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30152		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1260303		
<b>Registration Number:</b>	1306272		
<b>Registration Number:</b>	3037958		
<b>Registration Number:</b>	4225748	CHOICETURF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	sharrison@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Susan Harrison		
<b>Address Line 1:</b>	1100 Peachtree Street		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Susan Harrison		
<b>SIGNATURE:</b>	/s/ Susan Harrison		
<b>DATE SIGNED:</b>	03/03/2015		
<b>Total Attachments: 4</b>			
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**TERMINATION AND RELEASE  
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of February 27, 2015 (this "Release"), from General Electric Capital Corporation, a Delaware corporation ("GE Capital"), in its capacity as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of Shemin Nurseries, Inc., a Delaware corporation (the "Pledgor").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of January 22, 2013 (as amended, restated, supplemented or otherwise modified, including as amended by that certain Waiver, Consent and First Amendment to Credit Agreement, dated as of October 17, 2013, that certain Consent and Second Amendment to Credit Agreement, dated as of March 21, 2014, that certain Consent and Third Amendment to Credit Agreement, dated as of September 18, 2014, and that certain Waiver, Consent and Fourth Amendment to Credit Agreement, dated as of February 23, 2015, the "Credit Agreement"), among the Pledgor, the other Credit Parties, the Lenders and L/C Issuers from time party thereto and Agent, the Pledgor, Agent and the other parties thereto entered into that certain Guaranty and Security Agreement, dated as of January 22, 2013 (as amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement");

WHEREAS, pursuant to the Guaranty and Security Agreement, the Pledgor entered into that certain Trademark Security Agreement, dated as of January 22, 2013 (the "Trademark Security Agreement"), in favor of Agent, under which the Pledgor granted to Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of the Pledgor's right, title and interest in, to and under the Trademarks and other Collateral referred to in Section 2 of the Trademark Security Agreement, including the items set forth on Schedule I (collectively, the "Trademark Collateral"); and

WHEREAS, the Pledgor has paid all of its outstanding indebtedness to Agent, and Agent now desires to terminate and release the entirety of any and all of its Lien on and security interest in and relating to the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, Agent hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and the Trademark Security Agreement.

2. Release of Security Interest. Agent hereby (i) terminates, cancels, releases, and discharges any and all of its Lien on and security interest in and relating to the Trademark Collateral, including, without limitation, the trademarks listed on Schedule I attached hereto, (ii) terminates the Trademark Security Agreement and (iii) re-assigns to the Pledgor any right, title and interest it may have in, to and under the Trademark Collateral. Any and all right, title, or interest of Agent in, to, and under such Trademark Collateral and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement of the Trademark Collateral, shall hereby

cease and become void. This Release is made without recourse, representation, warranty or other assurance of any kind by Agent as to Agent's rights in any Trademark Collateral, the condition or value of any Trademark Collateral, or any other matter.

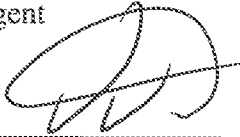
3. Further Assurances. Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do any such other acts and provide to the Pledgor, its successors, assigns or other legal representatives all such cooperation and assistance, as may be reasonably requested by the Pledgor to more fully and effectively effect the release of any and all security interest it may have in or relating to the Trademarks contemplated hereby.

4. Governing Law; Electronic Delivery of Signature Pages. This Release shall be governed by and construed in accordance with the laws of the State of New York. Delivery of an executed counterpart of this Release by facsimile or other electronic transmission shall be as effective as delivery of an original copy of a manually executed counterpart hereto.

*[Signature page follows]*




IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

**GENERAL ELECTRIC CAPITAL  
CORPORATION,**  
as Agent

By:   
Name: Victor Verazain  
Title: Duly Authorized Signatory

SCHEDULE I

Trademark Registrations

Country	Trademark	Application No. Filing Date	Registration No. Registration Date	Owner
USA	Design Only 	73/399506 10/1/1982	1260303 12/6/1983	Shemin Nurseries, Inc.
USA	Design Only 	73/399459 10/1/1982	1306272 11/20/1984	Shemin Nurseries, Inc.
USA	Design Only 	78/512845 11/8/2004	3037958 1/3/2006	Shemin Nurseries, Inc.
USA	CHOICETURF	85/569713 3/14/2012	4225748 10/16/2012	Shemin Nurseries, Inc.