

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nursery Supplies, Inc.		07/28/2015	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors LLC, as Administrative Agent		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
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:	1775895	GRIP-LIP	
Registration Number:	2844405	LERIO	
Registration Number:	3475116	NSI NURSERY SUPPLIES INC.	
Registration Number:	1871367	THE ACCELERATOR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.thomas@goldbergkohn.com		
Correspondent Name:	Kristen Thomas, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd. 55 E Monroe St.		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6878.010		

OP \$215.00 1981272

NAME OF SUBMITTER:	Kristen Thomas
SIGNATURE:	/kristenthomas/
DATE SIGNED:	07/28/2015
Total Attachments: 5 source=NSI - EXECUTED - Trademark Security Agreement (Nursery Supplies Inc)#page1.tif source=NSI - EXECUTED - Trademark Security Agreement (Nursery Supplies Inc)#page2.tif source=NSI - EXECUTED - Trademark Security Agreement (Nursery Supplies Inc)#page3.tif source=NSI - EXECUTED - Trademark Security Agreement (Nursery Supplies Inc)#page4.tif source=NSI - EXECUTED - Trademark Security Agreement (Nursery Supplies Inc)#page5.tif	

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2015 (this "Security Agreement"), is made by NURSERY SUPPLIES, INC., a New Jersey corporation (the "Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, NEW NSI HOLDINGS, INC., a Delaware corporation ("Holdings"), NSI HOLDINGS, INC., a Delaware corporation, DSG HOLDING COMPANY, INC., a Delaware corporation, PI HOLDINGS, INC., a Delaware corporation, and each of the other subsidiaries of Holdings from time to time parties thereto, the financial institutions from time to time party thereto as lenders (the "Lenders") and Administrative Agent have entered into that certain Term Loan Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Holdings and certain of its Subsidiaries, including the Grantor (as defined below), have entered into the Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest shall be deemed granted in, any Trademark application filed on an "intent to use" basis until such time, if any, as a statement of use is filed and accepted by the United States Patent and Trademark Office.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

4. Representation and Warranty. Schedule I correctly sets forth all U.S. federal applied for and registered Trademarks owned by such Grantor in its own name as of the date hereof.

5. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

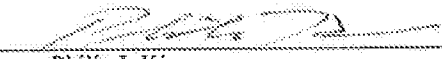
6. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

7. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NURSERY SUPPLIES, INC.

By: 
Name: Philip I. Kim
Title: Vice President

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

**MONROE CAPITAL MANAGEMENT
ADVISORS LLC, as Administrative Agent**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

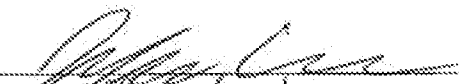
NURSERY SUPPLIES, INC.

By: _____
Name: _____
Title: _____

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

**MONROE CAPITAL MANAGEMENT
ADVISORS LLC, as Administrative Agent**

By:  _____
Name: Jeffrey Cupples
Title: Director

SCHEDULE I**Trademarks****I. TRADEMARKS**

Trademark	Country	App. Number	App. Date	Reg. Number	Reg. 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.
GRIP-LIP	U.S. Federal	74043339	28-Mar-1990	1775895	08-Jun-1993	Registered	Nursery Supplies, Inc.
LERIO	U.S. Federal	76488733	10-Feb-2003	2844405	25-May-2004	Registered	Nursery Supplies, Inc.
NSI NURSERY SUPPLIES INC.	U.S. Federal	77241813	30-Jul-2007	3475116	29-Jul-2008	Registered	Nursery Supplies, Inc.
THE ACCELERATOR	U.S. Federal	74428268	24-Aug-1993	1871367	03-Jan-1995	Registered	Nursery Supplies, Inc.

II. TRADEMARK APPLICATIONS

None.