

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350395

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NURSERY SUPPLIES, IN.		07/28/2015	CORPORATION: NEW JERSEY
SUMMIT PLASTIC COMPANY		07/28/2015	CORPORATION: OHIO
JANORPOT, LLC		07/28/2015	LIMITED LIABILITY COMPANY: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUNTRUST BANK, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	211 PERIMETER CENTER PARKWAY		
<b>Internal Address:</b>	SUITE 100		
<b>City:</b>	ATLANTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30346		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86479119	JANORPOT 3D SYSTEMS DIRECTION DIMENSION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>Phone:</b>	404-572-3431		
<b>Email:</b>	cfraser@kslaw.com		
<b>Correspondent Name:</b>	Carol Fraser, Paralegal		
<b>Address Line 1:</b>	1180 Peachtree Street		
<b>Address Line 2:</b>	King & Spalding		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	NSI - 52990.515058		
<b>NAME OF SUBMITTER:</b>	Carol Fraser		
<b>SIGNATURE:</b>	//Carol Fraser//		
<b>DATE SIGNED:</b>	08/05/2015		

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**Total Attachments: 6**

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## 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, SUMMIT PLASTIC COMPANY, an Ohio corporation, and JANORPOT, LLC, an Ohio limited liability company (each a "Grantor" and, collectively, the "Grantors"), in favor of SUNTRUST BANK, 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 ("NSI"), DSG HOLDING COMPANY, INC., a Delaware corporation ("DSG"), PI Holdings, Inc., a Delaware corporation ("PI"), and each of the other subsidiaries of Holdings from time to time parties thereto (together with Holdings, NSI, DSG and PI, each a "Borrower" and, collectively, the "Borrowers"), the several banks and other financial institutions and lenders from time to time party thereto (the "Lenders") and SUNTRUST BANK, in its capacity as administrative agent for the Lenders (the "Administrative Agent"), as issuing bank (the "Issuing Bank") and as swingline lender (the "Swingline Lender") have entered into that certain Revolving Credit and Term Loan Agreement, dated as of July 28, 2015 (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 Grantors (as defined below), have entered into the Guaranty and Security Agreement, dated as of July 28, 2015 (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 NURSERY SUPPLIES, INC., SUMMIT PLASTIC COMPANY, AND JANORPOT, LLC (hereinafter each referred to individually as a "Grantor" and collectively as the "Grantors") 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 Grantors hereby agree as follows:

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

**Section 2**     Grant of Security Interest in Trademark Collateral. Each 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 such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto, provided that no Grantor is purporting to pledge, assign or transfer any interest in any of the foregoing except those identified with such Grantor's name 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.

**Section 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 each 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.

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

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

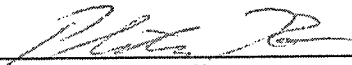
**Section 6 Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature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

**Section 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.

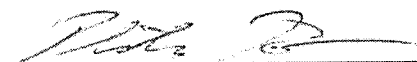
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

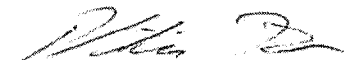
**NURSERY SUPPLIES, INC.**

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

**SUMMIT PLASTIC COMPANY**

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

**JANORPOT, LLC**

By:   
Name: Philip I. Kim  
Title: Manager

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**SUNTRUST BANK, as Administrative Agent**

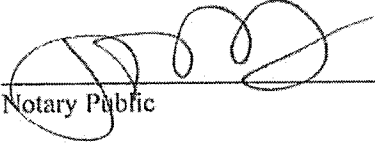
By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGMENT OF GRANTOR

State of New York )  
County of New York )

ss.

On this 23<sup>rd</sup> day of July, 2015 before me personally appeared Philip I. Kim, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Nursery Supplies, Inc, Summit Plastic Company and JanoPet, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

  
\_\_\_\_\_  
Notary Public

**JENNIFER BURGHARDT**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 018U6180176**  
**Qualified in New York County**  
**My Commission Expires January 07, 2016**

SCHEDULE I

Trademarks

I. REGISTERED 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.
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.
NSI NURSERY SUPPLIES INC.	U.S. Federal	77241813	30-Jul-2007	3475116	29-Jul-2008	Registered	Nursery Supplies, Inc.
ROOT 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.
LOCKED-IN- GARDEN	US	86127981	25-Nov-2013	4651660	09-Dec-2014	Registered	Summit Plastic Company

II. TRADEMARK APPLICATIONS

Trademark	Country	App. Number	App. Date	Reg. Number	Reg. Date	Status	Registrant
JANORPOT 3D SYSTEMS LOGO	U.S.	86479119	12-Dec-2014			Pending ITU	Summit Plastic Company