

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383578

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT		
<b>RESUBMIT DOCUMENT ID:</b>	900362842		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ING Capital LLC		04/29/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch		
<b>Street Address:</b>	600 Washington Boulevard		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1306272		
<b>Registration Number:</b>	1260303		
<b>Registration Number:</b>	3037958		
<b>Registration Number:</b>	4225748	CHOICETURF	
<b>Registration Number:</b>	4553415	CHOICEMELT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123037064		
<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>	2123186824		
<b>Email:</b>	christinedionne@paulhastings.com		
<b>Correspondent Name:</b>	Christine Dionne c/o Paul Hastings LLP		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>ATTORNEY DOCKET NUMBER:</b>	78303.00096 (SHEMIN)		
<b>NAME OF SUBMITTER:</b>	Christine Dionne		
<b>SIGNATURE:</b>	/Christine Dionne/		
<b>DATE SIGNED:</b>	05/09/2016		

**Total Attachments: 5**

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**TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT**

This **TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT** (this "Agreement") is entered into as of April 29, 2016, by and between **ING CAPITAL LLC**, in its capacity as the resigning administrative agent (the "Resigning Agent") and **UBS AG, STAMFORD BRANCH**, in its capacity as the successor administrative agent ("Successor Agent").

**WHEREAS**, Resigning Agent is a party to that certain Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks (the "Trademark Security Agreement"; terms capitalized but not defined herein shall have the meaning assigned to such term therein) entered into as of February 27, 2015 with Shemin Nurseries, Inc., predecessor in interest to SiteOne Landscape Supply, LLC (the "Grantor"), and such Trademark Security Agreement is recorded at Reel/Frame: 5468/0770;

**WHEREAS**, pursuant to the Trademark Security Agreement, Resigning Agent was granted, for the benefit of the Lenders, a security interest in the Grantors' Trademarks (as defined in the Security Agreement), including the trademarks listed on Schedule A attached hereto;

**WHEREAS**, pursuant to that certain Third Amendment to Credit Agreement dated of even date herewith, Resigning Agent is resigning as Agent and Successor Agent is being appointed as Agent; and

**WHEREAS**, Resigning Agent desires to assign its rights under the Trademark Security Agreement to Successor Agent.

**IN CONSIDERATION** of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

**Assignment**

(a) Resigning Agent hereby irrevocably assigns and delegates to Successor Agent all of the rights, benefits, authority, powers, and duties of Resigning Agent under the Trademark Security Agreement, including Resigning Agent's security interest in the Grantor's Trademarks.

(b) Successor Agent shall succeed to the rights, benefits, authority, powers and duties of the Resigning Agent under the Trademark Security Agreement as if it were the original administrative agent thereunder, and the rights, benefits, powers and duties of the Resigning Agent under the Trademark Security Agreement shall be terminated.

(c) The Resigning Agent further agrees, at the Grantor's request, to (i) execute all documents as may be reasonably requested by the Successor Agent to transfer the rights and privileges of the Resigning Agent under the Trademark Security Agreement to the Successor Agent; and (ii) execute and deliver to Successor Agent or Grantor such additional documents and shall provide such additional information as Successor Agent or Borrowers may reasonably request to carry out the terms of this Agreement.

### Miscellaneous

(a) Each of the parties hereto hereby agrees from time to time, promptly upon request of any other party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

**(d) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

(e) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.


(f) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

**ING CAPITAL LLC,**  
in its capacity as the Resigning Agent

By:   
Name: Keith Alexander  
Title: Managing Director

By:   
Name: Clifford Beltzer  
Title: Vice President



## SCHEDULE A

### Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
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