

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383579

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT		
RESUBMIT DOCUMENT ID:	900362845		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ING Capital LLC		04/29/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3845246	REDZONE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2123186824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	78303.00096 (JDL)		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	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 December 23, 2013 with SiteOne Landscape Supply, LLC (f/k/a John Deere Landscapes LLC) (the "Grantor"), and such Trademark Security Agreement is recorded at Reel/Frame: 5181/0171;

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.

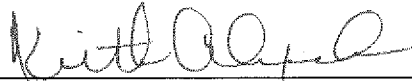
(e) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

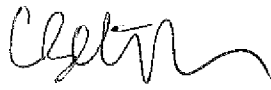
(f) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be 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]

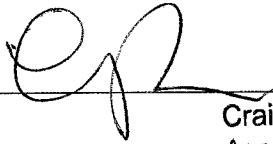
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

ING CAPITAL LLC,
in its capacity as the Resigning Agent

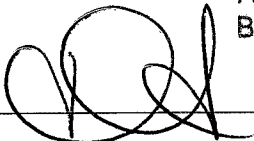
By: 
Name: Keith Alexander
Title: Managing Director

By: 
Name: Clifford Beltzer
Title: Vice President

UBS AG, STAMFORD BRANCH,
in its capacity as the Successor Agent

By: 
Name: _____
Title: _____

Craig Pearson
Associate Director
Banking Product Services, US

By: 
Name: _____
Title: _____

Darlene Arias
Director

SCHEDULE A

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
REDZONE	77946969	3/1/2010	3845246	9/7/2010