

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM395678

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bissett Nursery Corp.		08/01/2016	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SiteOne Landscape Supply, LLC		
<b>Street Address:</b>	300 Colonial Center Parkway, Suite 600		
<b>City:</b>	Roswell		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30076		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1415380	BISSETT NURSERY CORPORATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4702777480		
<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>	470-277-7154		
<b>Email:</b>	rramstrom@siteone.com		
<b>Correspondent Name:</b>	SiteOne Landscape Supply, LLC		
<b>Address Line 1:</b>	300 Colonial Center Parkway, Suite 600		
<b>Address Line 4:</b>	Roswell, GEORGIA 30076		
<b>NAME OF SUBMITTER:</b>	Rebecca Ramstrom		
<b>SIGNATURE:</b>	/Rebecca Ramstrom/		
<b>DATE SIGNED:</b>	08/19/2016		
<b>Total Attachments: 6</b>			
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## **TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT**

This Trademark and Domain Name Assignment Agreement (the "Agreement") is entered into this 1<sup>st</sup> day of August, 2016 (the "Effective Date") by and between Bissett Nursery Corp. ("BNC"), the full post office address of whose principal office or place of business is 323 Long Island Avenue, Holtsville, New York 11742, and SiteOne Landscape Supply, LLC ("SiteOne"), the full post office address of whose principal office or place of business is 300 Colonial Center Parkway, Suite 600, Roswell, Georgia 30076. BNC and SiteOne may be collectively referred to as the "Parties."

WHEREAS, BNC has adopted and used, or has a bona fide intention to use, and is the owner of a certain trademark, including applications and registrations therefor, and all the goodwill arising therefrom, as listed in **Schedule 1** (collectively, the "Trademark");

WHEREAS, BNC is the owner of certain domain names, as listed in **Schedule 2** (the "Domain Names");

WHEREAS, BNC is interested in assigning the Trademark and the Domain Names to SiteOne;

WHEREAS, SiteOne is desirous of acquiring all right, title, and interest in and to the Trademark and Domain Names, including the common law rights and goodwill associated therewith;

NOW THEREFORE, in consideration of the sum of Ten Dollars, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. BNC hereby irrevocably assigns and transfers to SiteOne, and SiteOne hereby accepts, all right, title and interest in and to the Trademark, including but not limited to the right to enforce them against any infringement occurring before or after the Effective Date, together with any rights of priority and common law rights throughout the world, together with goodwill of the business associated with the Trademark, the same to be held by SiteOne, as fully and effectually as they would have been held by BNC had this assignment not taken place.

2. SiteOne will be entitled to register this Agreement at the relevant intellectual property offices. BNC shall give SiteOne any powers and authorization necessary for this purpose and, at the request of SiteOne or its designee, shall execute any further documents necessary to give full effect to this Agreement. The expenses of such registrations and additional documents will be borne by SiteOne.

3. BNC hereby assigns and transfers to SiteOne, and SiteOne hereby accepts, all right, title and interest in and to the Domain Names, including, but not limited to, all content on the website associated with the Domain Names, any copyrights or other intellectual property or proprietary rights based on or related to the Domain Names, and the right to pursue all causes of action arising out of or related to the rights in and to the Domain Names, whether arising before or after the Effective Date, the same to be held by SiteOne, as fully and effectually as they would have been held by BNC had this assignment not taken place.

4. After execution and delivery of this Agreement, BNC will execute any paperwork or electronic forms required by the registrar to transfer the Domain Names to SiteOne and shall otherwise cooperate as necessary to transfer the Domain Names.

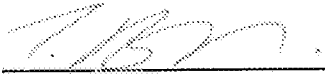
5. If any term of this Agreement shall be found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, it is the intention of the Parties that the remaining terms shall constitute their agreement with respect to the subject matter, and all such remaining terms shall remain in full force and effect. This Agreement shall be governed by and construed under the laws of Delaware without regard to its provisions relating to the conflict of laws. This Agreement constitutes the entire agreement between SiteOne and BNC with respect to the subject matter and shall not be modified, amended, or terminated unless in writing and signed by or on behalf of each of the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties, intending to be legally bound by this Agreement, have each caused this Agreement to be executed by individuals authorized to legally bind the Parties, effective as of the Effective Date.

SITEONE LANDSCAPE SUPPLY,  
LLC

BISSETT NURSERY CORP.



\_\_\_\_\_  
Name: \_\_\_\_\_

Name: Briley Brisendine  
Title: Executive Vice President and  
General Counsel

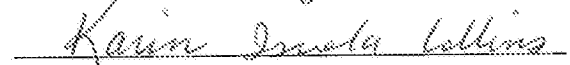
Title: \_\_\_\_\_

Date: August 1, 2016

Date: \_\_\_\_\_

Sworn to and subscribed before  
me this 1<sup>st</sup> day of August, 2016.

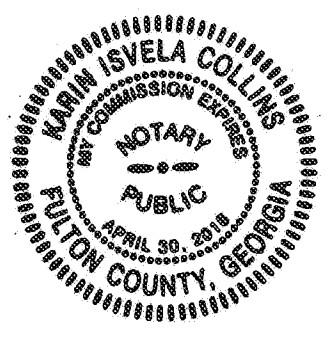
Sworn to and subscribed before  
me this \_\_\_ day of \_\_\_\_\_, 2016.

  
Notary Public

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

My commission expires:  
April 30, 2018

My commission expires:  
\_\_\_\_\_



{Signature page to Trademark and Domain Name Assignment Agreement}

IN WITNESS WHEREOF, the Parties, intending to be legally bound by this Agreement, have each caused this Agreement to be executed by individuals authorized to legally bind the Parties, effective as of the Effective Date.

SITEONE LANDSCAPE SUPPLY,  
LLC

BISSETT NURSERY CORP.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Robert Pospisil  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Sworn to and subscribed before  
me this \_\_\_ day of \_\_\_\_\_, 2016.

Sworn to and subscribed before  
me this 1<sup>st</sup> day of August, 2016.

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


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

My commission expires:  
\_\_\_\_\_

My commission expires:

ELLEN A. BISSETT  
Notary Public, State of New York  
No. 02BI5074689  
Qualified in Nassau County  
Commission Expires March 17, 2017

**SCHEDULE 1  
TRADEMARK**

Trademark	Jurisdiction	Application / Registration	Classes / Goods and Services
Bissett Nursery Corporation 	United States	Registration No. 1,415,380	IC 042. US 101. G&S : DISTRIBUTORSHIP SERVICES IN THE FIELD OF NURSERY STOCK, LANDSCAPING TOOLS AND EQUIPMENT, POTTERY AND PLANTERS, MASON AND LANDSCAPE SUPPLIES, FERTILIZERS, HERBICIDES, INSECTICIDES AND FUNGICIDES, DECK AND CONSTRUCTION LUMBER, AND RAILROAD TIES.

**SCHEDULE 2  
DOMAIN NAMES**

bissettnursery.com

bissettequipment.com