

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415572

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stone Forest Materials, LLC		02/09/2017	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	SITEONE LANDSCAPE SUPPLY, LLC		
Street Address:	300 Colonial Center Pkwy, Ste 600		
City:	Roswell		
State/Country:	GEORGIA		
Postal Code:	30076		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4579118	MULCH MADNESS	
Registration Number:	4579117	STONE FOREST	
Registration Number:	4579116	STONE FOREST	
CORRESPONDENCE DATA			
Fax Number:	4702777154		
<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:	4702777154		
Email:	rramstrom@siteone.com		
Correspondent Name:	Rebecca Ramstrom		
Address Line 1:	300 Colonial Center Pkwy, Ste 600		
Address Line 4:	Roswell, GEORGIA 30076		
NAME OF SUBMITTER:	Rebecca Ramstrom		
SIGNATURE:	/Rebecca Ramstrom/		
DATE SIGNED:	02/09/2017		
Total Attachments: 5			
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SERVICE MARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Service Mark and Domain Name Assignment Agreement (the "Agreement") is entered into this 6th day of February, 2017 (the "Effective Date") by and between Stone Forest Materials, LLC ("Stone Forest"), the full post office address of whose principal office or place of business is 2501 South Main Street, Kennesaw, Georgia, 30144 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. Stone Forest and SiteOne may be collectively referred to as the "Parties."

WHEREAS, Stone Forest has adopted and used, or has a bona fide intention to use, and is the owner of certain service marks, including applications and registrations therefor, and all the goodwill arising therefrom, as listed in Schedule 1 (collectively, the "Service Marks");

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

WHEREAS, Stone Forest is interested in assigning the Service Marks and the Domain Names to SiteOne; and

WHEREAS, SiteOne is desirous of acquiring all right, title, and interest in and to the Service Marks 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. Stone Forest hereby irrevocably assigns and transfers to SiteOne, and SiteOne hereby accepts, all right, title and interest in and to the Service Marks, 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 Service Marks, the same to be held by SiteOne, as fully and effectually as they would have been held by Stone Forest had this assignment not taken place.

2. SiteOne will be entitled to register this Agreement at the relevant intellectual property offices. Stone Forest 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. Stone Forest 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 Stone Forest had this assignment not taken place.

4. After execution and delivery of this Agreement, Stone Forest 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 Georgia without regard to its provisions relating to the conflict of laws. This Agreement constitutes the entire agreement between SiteOne and Stone Forest 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

John Guthrie
Name: John Guthrie
Title: VP, CFO & Assistant Secretary
Date: 2-09-17

STONE FOREST MATERIALS, LLC

Jonathan D. Levy
Name: Jonathan D. Levy
Title: Manager
Date: 2-09-17

Sworn to and subscribed before me this 9th day of January, 2017.

Rebecca L. Ramstrom
Notary Public

My commission expires:

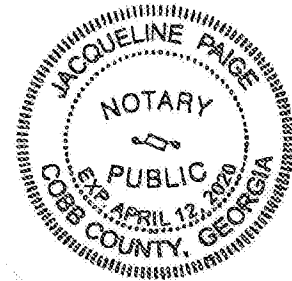
2/13/17

Sworn to and subscribed before me this 9 day of Feb, 2017.


Jacqueline Paige
Notary Public

My commission expires:

4-12-20



**SCHEDULE 1
SERVICE MARKS**

Service Marks	Jurisdiction	Application / Registration	Classes / Goods and Services
MULCH MADNESS	United States	Registration No. 4,579,118	IC 035. US 100 101 102. G & S: Retail store services featuring lawn and garden products.
STONE FOREST 	United States	Registration No. 4,579,117	IC 035. US 100 101 102. G & S: retail lawn and garden store; retail store featuring landscape supplies and natural stone.
STONE FOREST	United States	Registration No. 4,579,116	IC 035. US 100 101 102. G & S: retail lawn and garden store; retail store featuring landscape supplies and natural stone.

**SCHEDULE 2
DOMAIN NAMES**

stoneforest.net