# OP \$40.00 4438592

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM419880

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Angelo's Supplies, Inc.		03/13/2017	Corporation: MICHIGAN

### **RECEIVING PARTY DATA**

Name:	SiteOne Landscape Supply, LLC	
Street Address:	300 Colonial Center Parkway, Suite 600	
City:	Roswell	
State/Country:	GEORGIA	
Postal Code:	30076	
Entity Type:	Limited Liability Company: DELAWARE	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4438592	ECO GREEN ICE MELTER

## **CORRESPONDENCE DATA**

**Fax Number:** 4702777154

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.

**Phone:** 470-277-7154

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:	03/16/2017

### **Total Attachments: 6**

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TRADEMARK REEL: 006011 FRAME: 0653

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### TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement (this "Agreement"), dated as of March 13, 2017 (the "Effective Date"), by and between Angelo's Supplies, Inc. ("Angelo's"), the full post office address of whose principal office or place of business is 29820 Eight Mile Road, Farmington Hills, Michigan 48336, 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. Angelo's and SiteOne may be collectively referred to as the "Parties."

**WHEREAS**, Angelo's 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 <u>Schedule 1</u> (collectively, the "*Trademark*");

**WHEREAS**, Angelo's is the owner of certain domain names, as listed in <u>Schedule 2</u> (the "*Domain Names*");

**WHEREAS**, Angelo's 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. Angelo's 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 Angelo's had this assignment not taken place.
- 2. SiteOne will be entitled to register this Agreement at the relevant intellectual property offices. Angelo's 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. Angelo's 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 Angelo's had this assignment not taken place.

TRADEMARK REEL: 006011 FRAME: 0654

- 4. After execution and delivery of this Agreement, Angelo's 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 Angelo's 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	ANGELO'S SUPPLIES, INC.
By: Name: Briley Brisendine Title: EVP & General Counsel	By: Name: Angelo John Carlesimo Title: President
Sworn to and subscribed before me this day of	Sworn to and subscribed before me this, 2017.
Notary Public	Notary Public
My commission expires:	My commission expires:
Manager Manage	

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	ANGELO'S SUPPLIES, INC.		
By:	By: Name: Angela John Carlesimo Title: President		
Sworn to and subscribed before me this day of, 2017.	Sworn to and subscribed before me this 13 <sup>th</sup> day of March, 2017.		
Notary Public	Julia Rosh - Campbell Notary Public Julia Rosh &- Campbell		
My commission expires:	My commission expires: 7-24 -2017		
	JULIA ROHR-CAMPBELL  NOTARY PUBLIC, STATE OF MI COUNTY OF WAYNE  MY COMMISSION EXPIRES JUI 24, 2017  ACTING IN COUNTY OF OCK! AND		

# SCHEDULE 1 TRADEMARK

Trademark	Jurisdiction	Application / Registration	Classes / Goods and Services
ECO GREEN ICE MELTER	United States	Registration No. 4,438,592	IC 001. US 001 005 006 010 026 046. G & S: Chemical preparations for melting snow and ice. FIRST
			USE: 20091000. FIRST USE IN COMMERCE: 20091000

TRADEMARK REEL: 006011 FRAME: 0658

# SCHEDULE 2 DOMAIN NAMES

angelos-supplies.com

**RECORDED: 03/16/2017** 

TRADEMARK
REEL: 006011 FRAME: 0659