

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM443790

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Fourth Amendment to Amended and Restated Revolving Credit and Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Turf Care Supply Corp.		08/10/2017	Corporation: DELAWARE
WMJ Holding Corporation		08/10/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	300 Fifth Avenue		
<b>Internal Address:</b>	The Tower at PNC Plaza		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15222		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3369481	TCS GROWSTAR	
<b>Registration Number:</b>	5018969	TCS ICE FLOW	
<b>Registration Number:</b>	4994345	TCS AMPXC	
<b>Registration Number:</b>	4614952	ALL N	
<b>Registration Number:</b>	4756559	TCS GROWST*R	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4125621041		
<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>	412-562-1637		
<b>Email:</b>	vicki.cremonese@bipc.com		
<b>Correspondent Name:</b>	Michael L. Dever		
<b>Address Line 1:</b>	301 Grant Street		
<b>Address Line 2:</b>	20th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	0011046-301441		
<b>NAME OF SUBMITTER:</b>	Michael L. Dever		

CH \$140.00 3369481

<b>SIGNATURE:</b>	/Michael L. Dever/
<b>DATE SIGNED:</b>	09/20/2017
<b>Total Attachments: 7</b> source=pnc-turf care amended security agreement 8.10.17#page1.tif source=pnc-turf care amended security agreement 8.10.17#page2.tif source=pnc-turf care amended security agreement 8.10.17#page3.tif source=pnc-turf care amended security agreement 8.10.17#page4.tif source=pnc-turf care amended security agreement 8.10.17#page5.tif source=pnc-turf care amended security agreement 8.10.17#page6.tif source=pnc-turf care amended security agreement 8.10.17#page7.tif	

**FOURTH AMENDMENT TO AMENDED  
AND RESTATED REVOLVING CREDIT AND SECURITY AGREEMENT**

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED REVOLVING CREDIT AND SECURITY AGREEMENT (the "Amendment"), dated as of August 10, 2017, amends that certain Amended and Restated Revolving Credit and Security Agreement, dated as of June 30, 2015, as amended by a First Amendment thereto dated as of February 19, 2016, as further amended by a Second Amendment thereto dated as of September 6, 2016, and as further amended by a Third Amendment thereto dated as of November 21, 2016 (as so amended, the "Credit Agreement"), by and among TURF CARE SUPPLY CORP., a corporation organized under the laws of the State of Delaware and each Person joined thereto as a borrower from time to time (collectively, the "Borrowers", and each individually, a "Borrower"), WMJ Holding Corporation ("Holdings") and PNC BANK, NATIONAL ASSOCIATION, as lender (the "Lender").

**WITNESSETH:**

WHEREAS, the Borrower and Lender are parties to the Credit Agreement and Other Documents; and

WHEREAS, the Borrower has requested that the Lender make certain modifications to the terms of the credit facility, and the Lender has agreed to such credit accommodations, subject to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements herein contained and intending to be legally bound hereby, covenant and agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.
2. The following definitions set forth in Section 1.1 of the Credit Agreement are hereby amended and restated in their entirety as follows:

"Eligible Dated Receivables" shall mean and include each Receivable of a Borrower that (w) meets the criteria of Eligible Receivables except subsection (b) of the definition of Eligible Receivables, (x) is due or unpaid (i) more than ninety (90) but less than one-hundred eighty (180) days after the original invoice date or (ii) less than thirty (30) days after the original due date, (y) twenty-five percent (25%) or more of the Receivables from such Customer are not deemed Eligible Dated Receivables under item (x) above (such percentage may, in Lender's Permitted Discretion, be increased or decreased from time to time), and (z) is supported by credit insurance in form and substance acceptable to the Lender in the Lender's sole discretion which has been endorsed in favor of the Lender.

"Fixed Charge Coverage Ratio" shall mean, with respect to any fiscal period of measurement, the ratio of (a) EBITDA, minus Unfunded Capital Expenditures made during such

period, minus distributions (including tax distributions) and dividends (but excluding the Permitted 2016 Dividend and the Permitted 2017 Dividend), minus cash taxes paid during such period, to (b) all Debt Payments made during such period; provided, however, that taxes attributable to fiscal year 2016 that were paid in 2016 or are payable in 2017 in an amount not to exceed \$3,031,000 shall not be deducted from subpart (a) herein.”

“Eligible Dated Receivables Sublimit” shall mean \$5,000,000.

“IP Security Agreement” shall mean that certain Second Amended and Restated Patent, Trademark and Copyright Security Agreement dated as of September 6, 2016 among Borrower and Holdings, as Pledgors, and Lender as amended, supplemented or replaced from time to time.

3. Subsection (l) of the definition of Eligible Receivables is hereby amended and restated as follows:

“(l) other than with respect to Receivables for which JDL, Koch or Scotts Miracle Grow (or a successor or assign of JDL, Koch or Scotts Miracle Grow consented to in writing by Lender in its Permitted Discretion) is the Customer, the Receivables of the Customer exceed 10% of all Eligible Receivables, or such higher amount as may be approved by the Lender, in its Permitted Discretion, to the extent such Receivables exceed such limit; provided, however, that (i) with respect to Receivables for which Residex is the Customer, the limitation shall be 30% of all Eligible Receivables, and (ii) with respect to Receivables for which Bayer, TruGreen or CPS is the Customer, the limitation shall be 20% of all Eligible Receivables; provided further, that Receivables of Customers which have concentration permitted to be above 10% of all Eligible Receivables shall be supported by credit insurance in form and substance acceptable to Lender in Lender’s sole discretion which has been endorsed in favor of the Lender;”

4. Section 13.1 of the Credit Agreement is hereby amended and restated as follows:

“13.1 Term. This Agreement, which shall inure to the benefit of and shall be binding upon the respective successors and permitted assigns of each Borrower, and Lender, shall become effective on the date hereof and shall continue in full force and effect until June 30, 2019 (the “Term”) unless sooner terminated as herein provided. Borrowers may terminate this Agreement at any time upon ninety (90) days prior written notice to Lender upon payment in full of the Obligations.”

5. The IP Security Agreement is hereby amended to replace Schedule “A” thereto with a new replacement Schedule “A” in the form attached to this Amendment as Exhibit 1. Borrower and Holdings, as Pledgors, hereby authorize the Lender to re-record the IP Security Agreement as amended hereby with the United States Patent and Trademark Office

6. This Amendment shall be effective upon the occurrence of all the following conditions: (i) execution and delivery by the Borrower and the Lender of this Amendment, (ii) execution and delivery by the Guarantor of the joinder to this Amendment, and (iii) payment by the Borrower to the Lender of an amendment closing fee equal to \$25,000, which fee shall be deemed earned as of the effective date of this Amendment.

7. By its execution below, the Borrower acknowledges and agrees that except as amended by this Amendment, the Credit Agreement and the Other Documents and all obligations thereunder remain in full force and effect.

8. The Credit Agreement and the Other Documents are hereby modified to the extent expressly provided herein and otherwise solely to the extent that any of the terms or provisions thereof are irreconcilably inconsistent with the terms and provisions of this Amendment and the Other Documents executed in connection herewith.

9. The Recitals set forth above are incorporated herein by reference and made a part hereof, and the Borrower represents, warrants and attests to the veracity thereof.

10. The Borrower represents and warrants to the Lender that (i) no Default or Event of Default exists under the Credit Agreement, and (ii) this Amendment has been duly executed and delivered by the Borrower and constitutes the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with its terms, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting the enforceability of creditors rights generally or by general equitable principles.

11. Neither this Amendment nor the consummation of the transactions contemplated herein nor the performance by the Borrower of its obligations hereunder will (i) violate any law, rule or regulation or court order to which the Borrower is subject, (ii) conflict with or result in a breach of the Borrower's certificate of incorporation, bylaws, or other organizational document or any Material Contract to which the Borrower is subject or by which its properties are bound, or (iii) result in the creation or imposition of any lien, security interest or encumbrance on the property of the Borrower, whether now owned or hereafter acquired, other than liens in favor of the Lender and its Affiliates.

12. This Amendment may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same instrument.

13. The Borrower shall reimburse the Lender for all reasonable expenses incurred in connection with this Amendment, including without limitation, the reasonable legal expenses of counsel for the Lender.

14. This Amendment embodies the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements and understandings of the parties, verbal or written, relating to the subject matter hereof.

15. Any reference to the Credit Agreement contained in any notice, request, certificate, or other document executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this amendment unless the context shall otherwise require. Reference in any of this amendment, the Credit Agreement or any Other Document shall

be a reference to the Credit Agreement as amended hereby and as further amended, modified, restated, supplemented or extended from time to time.

16. This Amendment shall be deemed to be a contract under the laws of the State of Ohio, U.S.A. and for all purposes shall be governed by and construed and enforced in accordance with the internal laws of the State of Ohio, U.S.A. without regard to its conflict of laws principles.


**[SIGNATURE PAGES FOLLOW]**

**[SIGNATURE PAGE - FOURTH AMENDMENT TO AMENDED AND RESTATED  
REVOLVING CREDIT AND SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized,  
have executed this Amendment as of the day and year first above written.

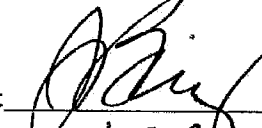
BORROWER:

TURF CARE SUPPLY CORP.

By:   
Name: JEFFREY BAILEY  
Title: CFO

HOLDINGS:

WMJ HOLDING CORPORATION

By:   
Name: JEFFREY BAILEY  
Title: CFO

LENDER:

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[SIGNATURE PAGE - FOURTH AMENDMENT TO AMENDED AND RESTATED  
REVOLVING CREDIT AND SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized,  
have executed this Amendment as of the day and year first above written.

BORROWER:

TURF CARE SUPPLY CORP.

By: \_\_\_\_\_

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

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

HOLDINGS:

WMJ HOLDING CORPORATION

By: \_\_\_\_\_

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

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

LENDER:

PNC BANK, NATIONAL ASSOCIATION

By: *Douglas Hoffmann*

Name: DOUGLAS HOFFMANN

Title: SA. VICE PRESIDENT



**Exhibit "1"**

**SCHEDULE A  
TO  
SECOND AMENDED AND RESTATED  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

1 Trade Name:

Turf Care Supply Corp.

2 Registered Trademarks:

Trademark	Registration Number	Filing Date	Status
TCS GROWSTAR	3369481	September 6, 2006	Live
TCS ICEFLOW	5018969	June 16, 2015	Live
TCS AMPXC	4994345	April 1, 2015	Live
ALL N	4614952	August 6, 2013	Live
TCS GROWST*R	4756559	July 8, 2013	Live

3 Patents:

Title	Application/Patent No.	Filing/Registration Date	Status

None.