

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499619

| | |
|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|--|
| PNC Bank, National Association | | 11/14/2018 | National Banking Association: UNITED STATES |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------|
| Name: | Turf Care Supply Corp. |
| Street Address: | 50 Pearl Road |
| Internal Address: | Suite 200 |
| City: | Brunswick |
| State/Country: | OHIO |
| Postal Code: | 44212 |
| Entity Type: | Corporation: DELAWARE |
| Name: | WMJ Holding Corporation |
| Street Address: | 2711 Centerville Road |
| Internal Address: | Suite 400 |
| City: | Wilmington |
| State/Country: | DELAWARE |
| Postal Code: | 19808 |
| Entity Type: | Corporation: DELAWARE |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|-----------------------------|---------|--------------|
| Registration Number: | 3369481 | TCS GROWSTAR |
| Registration Number: | 5018969 | TCS ICE FLOW |
| Registration Number: | 4994345 | TCS AMPXC |
| Registration Number: | 4614952 | ALL N |
| Registration Number: | 4756559 | TCS GROWST*R |
| Registration Number: | 3354046 | TCS ICEFLOW |

CORRESPONDENCE DATA

Fax Number: 4125621041

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.

CH \$165.00 3369481

Phone: 412-562-1637
Email: vicki.cremonese@bipc.com
Correspondent Name: Michael L. Dever
Address Line 1: 301 Grant Street
Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

| | |
|--------------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 0011046-301441 |
|--------------------------------|----------------|

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | Michael L. Dever |
|---------------------------|------------------|

| | |
|-------------------|--------------------|
| SIGNATURE: | /Michael L. Dever/ |
|-------------------|--------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 11/27/2018 |
|---------------------|------------|

Total Attachments: 3

source=pnc-turf care release 11.14.18#page1.tif

source=pnc-turf care release 11.14.18#page2.tif

source=pnc-turf care release 11.14.18#page3.tif

RELEASE OF PATENT, TRADEMARK AND COPYRIGHT SECURITY INTEREST

This Release of Patent, Trademark and Copyright Security Interest ("Release") is made effective as of November 14, 2018, by PNC BANK, NATIONAL ASSOCIATION in its capacity as Agent for the Lenders (the "Administrative Agent"), to TURF CARE SUPPLY CORP., a Delaware corporation, and WMJ HOLDING CORPORATION, a Delaware corporation (collectively, the "Pledgors"), as follows:

WHEREAS, pursuant to that certain Amended And Restated Patent, Trademark And Copyright Security Agreement dated as of October 1, 2102, the Pledgors granted to the Administrative Agent a security interest in intellectual property as security for loans and other obligations;

WHEREAS, the Amended And Restated Patent, Trademark And Copyright Security Agreement was recorded in the United States Patent and Trademark Office on October 9, 2012, at Reel 029094 / Frame 0370 (Patents) and at Reel 4876 / Frame 0165 (Trademarks);

WHEREAS, pursuant to that certain Amended And Restated Patent, Trademark And Copyright Security Agreement dated as of June 30, 2015, the Pledgors granted to the Administrative Agent a security interest in intellectual property as security for loans and other obligations;

WHEREAS, the Amended And Restated Patent, Trademark And Copyright Security Agreement was recorded in the United States Patent and Trademark Office on August 24, 2015, at Reel 5606 / Frame 0602 (Trademarks);

WHEREAS, that Amended And Restated Patent, Trademark And Copyright Security Agreement was amended by a certain First Amendment To Amended And Restated Patent, Trademark And Copyright Security Agreement dated as of February 19, 2016;

WHEREAS, that First Amendment To Amended And Restated Patent, Trademark And Copyright Security Agreement was amended by a certain Second Amendment To Amended And Restated Patent, Trademark And Copyright Security Agreement dated as of September 6, 2016;

WHEREAS, that Second Amendment To Amended And Restated Patent, Trademark And Copyright Security Agreement was amended by a certain Third Amendment To Amended And Restated Revolving Credit And Security Agreement dated as of November 21, 2016;

WHEREAS, that Third Amendment To Amended And Restated Revolving Credit And Security Agreement was amended by a certain Fourth Amendment To Amended And Restated Revolving Credit And Security Agreement dated as of August 10, 2017, pursuant to which the Pledgors granted to the Administrative Agent a security interest in intellectual property as security for loans and other obligations;

WHEREAS, the Fourth Amendment To Amended And Restated Revolving Credit And Security Agreement was recorded in the United States Patent and Trademark Office on September 20, 2017, at Reel 6157 / Frame 0325 (Trademarks);

WHEREAS, pursuant to the Amended And Restated Patent, Trademark And Copyright Security Agreement and other documents identified above ("Other Documents"), the Pledgors granted to the Administrative Agent a security interest in the entire right, title and interest of the Pledgors in and to all of the Pledgors' Patents, Trademarks and Copyrights (as such term is defined in

the Amended And Restated Patent, Trademark And Copyright Security Agreement and Other Documents) including the trademarks and patent set forth in Schedule A hereto;

WHEREAS, the Administrative Agent wishes to release its security interest in all of Pledgors' Patents, Trademarks and Copyrights.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

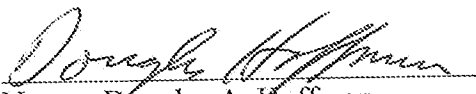
1. Release. The Administrative Agent hereby, without warranty as to status of title or priority of the encumbrances being hereby released, releases, discharges, terminates and cancels all right, title and interest in and to all Patents, Trademarks and Copyrights of Pledgors, including, without limitation, any security interest it may have in such Patents, Trademarks and Copyrights and the goodwill of the business connected with the use of, and symbolized by, such Patents, Trademarks and Copyrights, and retransfers and reassigns any and all right, title, and interest it may have in the foregoing without recourse solely as to the Pledgors.

2. Termination. The Administrative Agent, without any recourse, statement, representation and warranty, promise or undertaking whatsoever, hereby terminates and cancels the Amended And Restated Patent, Trademark And Copyright Security Agreement.

3. Further Assurances. At the request and expense of the Pledgors, the Administrative Agent hereby agrees to perform all other and further acts, and provide to the Pledgors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgors to retransfer and reassign any and all right, title and interest it may have in the above-referenced Patents, Trademarks and Copyrights without recourse to the Pledgors.

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized officer.

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent for the Lenders

By: 
Name: Douglas A. Hoffman
Title: Vice President

**SCHEDULE A
TO
RELEASE OF PATENT, TRADEMARK AND COPYRIGHT SECURITY INTEREST**

United States Registered Trademarks

| Mark | Reg. No. | Filing Date | Reg. Date |
|--------------|-----------------|--------------------|------------------|
| TCS GROWSTAR | 3,369,481 | 09/06/2006 | 01/15/2008 |
| TCS ICE FLOW | 5,018,969 | 06/16/2015 | 08/09/2016 |
| TCS AMPXC | 4,994,345 | 04/01/2015 | 07/05/2016 |
| ALL N | 4,614,952 | 08/06/2013 | 09/30/2014 |
| TCS GROWST*R | 4,756,559 | 07/08/2013 | 09/16/2015 |
| TCS ICEFLOW | 3,354,046 | 03/31/2006 | 12/11/2007 |

United States Patents

| Title | Pat. No. | Issue Date |
|------------------------|-----------------|-------------------|
| PESTICIDE COMPOSITIONS | 5,750,130 | 05/12/1998 |

4826-7493-8234, v. 2