

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM590173

<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>
Florida Irrigation Supply, Inc.		11/22/2019	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Heritage Landscape Supply Group, Inc.		
<b>Street Address:</b>	7440 S. Hwy 121		
<b>City:</b>	McKinney		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75070		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88000259	FIS OUTDOOR	
<b>Registration Number:</b>	3074997	IRRIGATOR	
<b>Registration Number:</b>	5674495	FIS OUTDOOR	
<b>Registration Number:</b>	5674492	FIS OUTDOOR	
<b>Registration Number:</b>	5684424	FIS OUTDOOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2148558200		
<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>	2148558000		
<b>Email:</b>	chris.andersen@nortonrosefulbright.com		
<b>Correspondent Name:</b>	Linda M. Merritt		
<b>Address Line 1:</b>	2200 Ross Avenue, Suite 3600		
<b>Address Line 2:</b>	Norton Rose Fulbright US LLP		
<b>Address Line 4:</b>	Dallas, TEXAS 75201-7932		
<b>ATTORNEY DOCKET NUMBER:</b>	1000234757		
<b>NAME OF SUBMITTER:</b>	Chris R. Andersen		
<b>SIGNATURE:</b>	/Chris R Andersen/		
<b>DATE SIGNED:</b>	08/04/2020		

OP \$140.00 88000259

**Total Attachments: 12**

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**BILL OF SALE**

This Bill of Sale ("Bill of Sale") is made and delivered as of November 22, 2019, by **Florida Irrigation Supply, Inc.**, a Florida corporation ("Seller"), for the benefit of **Heritage Landscape Supply Group, Inc.**, a Delaware corporation ("Buyer"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement, dated as of November 22, 2019 (the "Asset Purchase Agreement"), pursuant to which, among other things, (i) Seller agreed to sell, transfer, assign and deliver to Buyer and Buyer agreed to purchase and take from each Seller, the Purchased Assets, and (ii) Buyer agreed to assume the Assumed Liabilities, in each case upon the terms and subject to the conditions set forth therein; and

WHEREAS, contemporaneously with the execution and delivery of the Asset Purchase Agreement, and at the Closing, Seller is to execute and deliver this Bill of Sale to Buyer.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Asset Purchase Agreement and set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, intending to be legally bound hereby, agrees as follows:

1. Seller does hereby sell, transfer, assign and deliver unto Buyer, and its successors and assigns, forever, all of Seller's right, title and interest in and to the Purchased Assets free and clear of any Liens (other than Permitted Liens or as otherwise described in the Asset Purchase Agreement), TO HAVE AND TO HOLD such Purchased Assets with all appurtenances thereto, unto Buyer, and its successors and assigns, for its use forever. The Purchased Assets to be transferred hereby shall not include the Excluded Assets, which shall remain the property of Seller.

2. This Bill of Sale shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

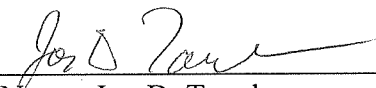
3. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement, the terms of which are incorporated herein by reference, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Nothing in this Bill of Sale, expressed or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement. To the extent that any provision of this Bill of Sale conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

4. This Bill of Sale is executed and delivered pursuant to the Asset Purchase Agreement and subject to the representations, warranties, covenants, and agreements set forth therein. Seller makes no representations or warranties with respect to the Purchased Assets except as specifically set forth in the Asset Purchase Agreement.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Bill of Sale as of the date first written above.

**SELLER:**

**FLORIDA IRRIGATION SUPPLY, INC.**

By:   
Name: Jon D. Tannler  
Title: President

[Signature Page to Bill of Sale]

**TRADEMARK**  
**REEL: 007014 FRAME: 0727**

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”), effective as of November 22, 2019, is made and entered into by and among Heritage Landscape Supply Group, Inc., a Delaware corporation (“Buyer”), Florida Irrigation Supply, Inc., a Florida corporation (“Seller”), and, solely for the purposes stated herein, Jon D. Tannler, individually (“Tannler”), and Jon D. Tannler as Trustee of The Fred G. Tannler Revocable Trust Amended and Restated April 16, 2015 (the “Trust”, and together with Tannler, the “Major Shareholders”);

WHEREAS, Seller engages in the Business (as defined below);

WHEREAS, Seller desires to sell certain of the assets that are used in connection with the Business, and Buyer desires to purchase such assets from Seller, on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, Tannler will receive substantial direct and indirect benefits from the transactions contemplated by this Agreement, including benefits as a result of his ownership interests in Seller, and as a condition and inducement to Buyer’s execution and delivery hereof, Buyer has required that Tannler agree to the noncompetition and nonsolicitation provisions set forth in ARTICLE IX hereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I Purchase of Assets

1.1 Purchase of Assets. As of the Closing Date (as defined below) and subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, transfer, assign and deliver to Buyer all of Seller’s right, title and interest in, to and under the Purchased Assets (as defined below) free and clear of Liens (as defined below), and Buyer agrees to purchase and take the Purchased Assets free and clear of Liens, on the terms and subject to the conditions set forth in this Agreement. Subject to the provisions of Section 1.2, “Purchased Assets” means all tangible and intangible assets used in the business of the sale and distribution of irrigation, landscape, lighting, turf and other complementary products to landscape and irrigation contractors, builders, remodelers, municipalities and other outlets based in the Alabama, Florida, Georgia, North Carolina and South Carolina markets, specifically through the Real Property, as defined below (such business, the “Business”) and other locations, and specifically includes:

(a) all inventory of Seller located at Seller’s leased facilities listed on Exhibit A hereto (collectively, the “Real Property”), consignment warehouses located at customer facilities or in Seller’s sales vans, based on a physical count to be made by Buyer and Seller on dates mutually agreed following the Closing Date pursuant to Section 1.6(a), and not otherwise specifically excluded pursuant to Section 1.2 (“Inventory”);

(b) all trade accounts receivable, except as set forth on Schedule 1.1(b), related to, or having arisen from, the Business and all contract rights and guaranties associated with

such accounts receivable (“Accounts Receivable”) and all vendor receivables, including rebates and special buy income earned but not yet collected;

(c) all prepaid expenses (including any prepaid rent), deposits and petty cash related to the Business held at the Real Property, except as set forth on Schedule 1.2;

(d) all personal property, except as set forth on Schedule 1.2, related to the Business: including all furniture, equipment, vehicles and leasehold improvements (except as otherwise provided in the applicable Real Property Leases) listed on Schedule 2.3 (“Fixed Assets”);

(e) all right, title and interest related to the Business (i) under the Assumed Contracts (as defined in Section 2.14(b) below), including all claims, counterclaims, cross claims, defenses, causes of action, rights or recourse with respect to the Assumed Contracts and (ii) to any leasehold estate (each, a “Leasehold Estate”) in the Real Property;

(f) all customer lists related to the Business, and all related files and other data;

(g) all goodwill related to the Business (“Goodwill”);

(h) all Permits (as defined in Section 2.11 below) used in connection with the Business, to the extent such Permits are legally transferable to Buyer;

(i) all Intellectual Property of Seller, including all right, title and interest in Seller’s common law trade names “Florida Irrigation Supply, Inc.”, “FIS Outdoor” and “FIS” (and all similar derivations) and all Goodwill associated therewith, and all internet domain names associated with such trade names or the Business;

(j) all claims, counterclaims, cross claims, defenses, causes of action, rights or recourse of Seller against any third Persons relating to the Business or the Purchased Assets, whether choate or inchoate, known or unknown, contingent or non-contingent;

(k) all books, records, ledgers, disks, proprietary information and other data used in connection with the Purchased Assets and the Business (including any and all written or electronic depositories of such information) and any and all warranties relating to the Purchased Assets; and

(l) all rights of Seller under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to products sold or services provided to Seller or to the extent affecting any Purchased Assets.

1.2 Excluded Assets. It is hereby expressly acknowledged and agreed that certain assets shall remain the sole property of Seller and these assets (collectively, “Excluded Assets”) shall include:

(a) any real property (other than any Leasehold Estate);

(b) all Excluded Inventory (as defined below);

refunds, credits or rights of set-off with respect to any products or services provided by Seller prior to the Closing Date. All products sold and services rendered by Seller have been completed by Seller in a good and workmanlike manner with due diligence, in compliance with applicable Laws and consistent with prevailing standards in Seller's industry.

(b) Seller has committed no act, and there has been no omission, which may result in, and there has been no occurrence which could reasonably be expected to give rise to, product Liability or Liability for breach of warranty (whether covered by insurance or not) on the part of Seller, other than in the ordinary course of business, with respect to products sold or services rendered by Seller prior to or on the Closing Date. Material Safety Data Sheets (or comparable document) for each product sold by Seller have been made available in compliance with applicable Law.

#### 2.17 Intellectual Property Rights.

(a) Set forth on Schedule 2.17(a) is a complete list of all internet domain names, Patents, other registered Intellectual Property, pending applications for registration of Intellectual Property, and material unregistered Intellectual Property, including but not limited to copyrights (including software), inventions, trade secrets, trademarks, trade names, logos and service marks, material and manufacturing specifications and processes used by Seller in the operation of the Business. Schedule 2.17(a) lists (i) the jurisdictions in which each such item of Intellectual Property has been issued, registered, otherwise arises or in which any such application for such issuance and registration has been filed, (ii) the registration or application number and date, as applicable, and (iii) the owner of the item.

(b) Except as set forth on Schedule 2.17(b), Seller owns all right, title and interest in and to the Intellectual Property, or uses such Intellectual Property under a valid license. All Intellectual Property is valid, subsisting and enforceable.

(c) The Intellectual Property comprises all of the intellectual property and all intellectual property and proprietary rights necessary for the conduct of the Business as currently conducted by Seller. Seller owns or has the valid right to use all of the Intellectual Property. With respect to the Intellectual Property:

(i) Seller has not received any written notices of, nor, to the knowledge of Seller, are there any facts that indicate a likelihood of, any infringement or misappropriation by, or conflict with, any third Person with respect to the Intellectual Property, including any demand or request that Seller licenses rights from a third Person;

(ii) The Intellectual Property and Seller's use thereof in connection with the Business as previously, presently and as currently proposed to be conducted, have not infringed, misappropriated or otherwise come into conflict with any rights of any third Persons, and to the knowledge of Seller, do not infringe, misappropriate or otherwise conflict with any such rights, and Seller is not aware of any infringement, misappropriation or conflict which will occur as a result

of the continued operation of the Business as currently conducted or as currently proposed to be conducted;

(iii) No interference, opposition, reissue, reexamination, or other proceeding is pending or, to the knowledge of Seller, threatened, in which the scope, validity or enforceability of any Intellectual Property is being, has been, or could reasonably be expected to be contested or challenged; and

(iv) No rights to any Patents are needed for Buyer, as of and after the Closing Date, to conduct the Business as currently conducted by Seller without infringing, misappropriating or violating any right of Seller or any of its Affiliates with respect to the Patents. The operation by Buyer of the Business after the Closing Date as currently conducted by Seller will not infringe, misappropriate or violate any rights of Seller or its Affiliates with respect to the Patents.

(d) Except with respect to licenses of commercial off-the-shelf software, Seller is not required, obligated, or under any Liability whatsoever, to make any payments by way of royalties, fees or otherwise to any owner, licensor of, or other claimant to, any Intellectual Property, or any other Person, with respect to the use thereof or in connection with the Business as currently conducted or proposed to be conducted.

(e) Seller has taken adequate security measures to protect the secrecy, confidentiality and value of all the trade secrets included in the Intellectual Property and any other non-public, proprietary information included in the Intellectual Property, which measures are reasonable in the industry in which Seller operates.

#### 2.18 Environmental Matters.

(a) (i) Seller has conducted the Business, and the Business and the Purchased Assets are and have been, in material compliance with all applicable Environmental Laws (as defined below), including without limitation by having all applicable Permits required under any Environmental Law in connection with any aspect of the operation of the Business; (ii) no proceeding is pending or to the knowledge of Seller is threatened to modify, revoke, or terminate any such Permit; (iii) Seller has not received any written, or to the knowledge of Seller, other notices, citations, demand letters or requests for information from any Governmental Body or other Person indicating that Seller may be in violation of, or liable under, any Environmental Law in connection with the Business or relating to any of the Purchased Assets; (iv) no Hazardous Substance (as defined below) has been Released on, to or from the Real Property or as a result of any activity of Seller in the operation of the Business; (v) no Hazardous Substance has been Released on, to or from any facility formerly owned or operated by Seller during Seller's ownership or operation of such facility; (vi) neither Seller, in connection with the Business, nor any of the Purchased Assets is subject to any Liabilities or expenditures relating to any suit, action, proceeding, investigation, settlement, court order, administrative order, abatement requirement, regulatory requirement, judgment or claim asserted or arising under any Environmental



(h) the term “Governmental Body” means any governmental or quasi-governmental agency, authority, commission, board or other body;

(i) the term “Intellectual Property” means all of the following which are owned by, issued to, licensed to or used by Seller in connection with the Business, along with all of Seller’s interest in income, royalties, damages and payments accrued, due or payable as of the Closing Date or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world): Patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in-part, division, extension or reexamination thereof; trademarks, trade names, service marks and trade dress and all translations, adaptations, derivations and combinations of the foregoing (and all logos related to the foregoing), together with all goodwill associated therewith; copyrights and copyrighted works; internet domain names; and all registrations, applications and renewals for any of the foregoing; trade secrets and other Confidential Information or proprietary information, including ideas, know-how, related processes and techniques, research and development information, drawings, specifications, designs, plans, proposals and technical data and manuals; computer software (including data and related documentation); and all other intangible properties and rights used by Seller in connection with the Business;

(j) the phrase “to the knowledge of Seller” or “known to Seller” or terms of similar intent mean to the actual knowledge of Tannler and Susan Macina after reasonable investigation into the subject matter of the representation, warranty or other statement qualified by such phrase, and shall not include the undisclosed knowledge of any other Person associated with Seller;

(k) the term “Lien” means any obligation, lien, Claim, pledge, security interest, Liability, charge, spousal interest (community or otherwise), contingency or other encumbrance or claim of any nature;

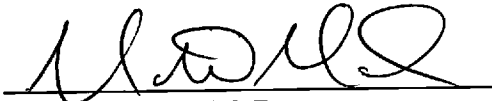
(l) a “Material Adverse Change” shall be deemed to have occurred if an event, change, condition or effect has occurred that, individually or together with all other events, changes, conditions or effects, would have, or could reasonably be expected to have, a material adverse effect on the Business, condition (financial or otherwise), capitalization, properties, Purchased Assets, Assumed Liabilities, conduct, operations, results of operations, or prospects of Seller, taken as a whole (whether or not arising from transactions in the ordinary course of business);

(m) the term “Patents” means all of Seller’s and its Affiliates’ rights, title and interest (including license rights) in and to (i) all inventions (whether or not patentable and whether or not reduced to practice), (ii) all issued patents in the United States or in any other country, including all continuations, divisionals, and continuations-in-part thereof and patents issuing thereon, along with all reissues, reexaminations and extensions thereof and (iii) any application or invention disclosure in the United States or any foreign country, including any provisionals, divisionals, continuations, continuations-in-part, oppositions,

IN WITNESS WHEREOF, Buyer, Seller and the Major Shareholders have executed this Agreement as of the date written on the first page hereof.

**BUYER:**

**HERITAGE LANDSCAPE SUPPLY  
GROUP, INC.**

By:   
Name: Matthew McDermott  
Title: President

**SELLER:**

**FLORIDA IRRIGATION SUPPLY, INC.**

By: \_\_\_\_\_  
Name: Jon D. Tannler  
Title: President

**MAJOR SHAREHOLDERS:**

By: \_\_\_\_\_  
JON D. TANGLER

**THE FRED G. TANGLER REVOCABLE  
TRUST AMENDED AND RESTATED  
APRIL 16, 2015**

By: \_\_\_\_\_  
Name: Jon D. Tannler  
Title: Trustee

IN WITNESS WHEREOF, Buyer, Seller and the Major Shareholders have executed this Agreement as of the date written on the first page hereof.

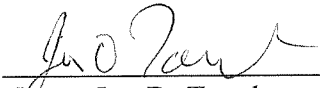
**BUYER:**

**HERITAGE LANDSCAPE SUPPLY  
GROUP, INC.**

By: \_\_\_\_\_  
Name: Matthew McDermott  
Title: President

**SELLER:**

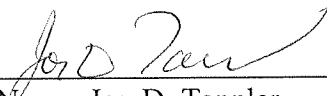
**FLORIDA IRRIGATION SUPPLY, INC.**

By:  \_\_\_\_\_  
Name: Jon D. Tannler  
Title: President

**MAJOR SHAREHOLDERS:**

By:  \_\_\_\_\_  
JON D. TANNER

**THE FRED G. TANNER REVOCABLE  
TRUST AMENDED AND RESTATED  
APRIL 16, 2015**

By:  \_\_\_\_\_  
Name: Jon D. Tannler  
Title: Trustee

**Schedule 2.17(a) Intellectual Property Rights**

*Trademarks, Trademark Applications, and Copyrights:*

Owner: Florida Irrigation Supply, Inc.

Filed with USPTO:

<b>Trademark</b>	<b>Reg. No. or Serial No.</b>	<b>Date of Registration</b>
Irrigator	Reg. No. 3,074,997	04/04/2006
FIS Outdoor	Reg. No. 5,674,495	02/12/2019
FIS Outdoor	Reg. No. 5,674,492	02/12/2019
FIS Outdoor	Reg. No. 5,684,424	02/26/2019
FIS Outdoor (application)	Serial No. 88000259	Notice of Allowance issued on 02/05/2019

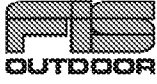
<b>Copyright</b>	<b>Copyright No.</b>	<b>Date of Registration</b>
"Irrigator" figure	Copyright No. VA0001095368	07/19/2000

*Domain Names:*

**REDACTED**

**REDACTED**

*Logo:*



*Apps:*

FIS Outdoor app