

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649432

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900617944		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Solstice Stone, LLC		04/01/2021	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	SiteOne Landscape Supply, LLC		
Street Address:	300 Colonial Center Parkway		
Internal Address:	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:	5264394	SOLSTICE	
CORRESPONDENCE DATA			
Fax Number:	7704347376		
<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:	7704346868		
Email:	trademarkdocketing@taylorenghish.com		
Correspondent Name:	Amanda G. Hyland		
Address Line 1:	1600 Parkwood Circle, Suite 200		
Address Line 4:	Atlanta, GEORGIA 30339		
NAME OF SUBMITTER:	Amanda G. Hyland		
SIGNATURE:	/Amanda G. Hyland/		
DATE SIGNED:	05/25/2021		
Total Attachments: 7			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement (this “**Agreement**”), dated as of April 1, 2021 (the “**Effective Date**”), is made and entered into by and between **SITEONE LANDSCAPE SUPPLY, LLC**, a Delaware limited liability company (“**Buyer**”) and **ARIZONA STONE & ARCHITECTURAL PRODUCTS, LLC**, an Arizona limited liability company (“**Arizona Stone**”), **SOLSTICE STONE, LLC**, an Arizona limited liability company (“**Solstice Stone**”), and together with Arizona Stone, collectively the “**Companies**” and each a “**Company**”). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Company has adopted and used, or has a bona fide intention to use, and is the owner of certain trademarks, including applications and registrations therefor, and all the goodwill arising therefrom, as listed in Schedule A hereto (collectively, the “**Trademarks**”);

WHEREAS, each Company is the owner and registrant of certain domain names (the “**Domain Names**”) as listed in Schedule B hereto;

WHEREAS, Buyer, the Companies, Arizona Stone & Architectural Products Nevada, LLC and the owners of each such company have entered into that certain Asset Purchase Agreement, dated as of even date herewith (the “**Purchase Agreement**”), pursuant to which each Company has agreed to sell, transfer, convey, assign and deliver to Buyer, among other assets, the Trademarks and Domain Names, and has agreed to execute and deliver this Agreement;

WHEREAS, pursuant to the Purchase Agreement, Buyer wishes to acquire, and each Company wishes to assign to Buyer, all of such Company’s right, title and interest in and to the Trademarks and Domain Names;

NOW THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment.

a. Each Company hereby irrevocably assigns and transfers to Buyer, and Buyer hereby accepts, all right, title and interest in and to the Trademarks, 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 Trademarks, the same to be held by Buyer, as fully and effectually as they would have been held by such Company had this assignment not taken place.

b. Each Company hereby irrevocably assigns and transfers to Buyer, and Buyer 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 Buyer, as fully and effectually as they would have been held by such Company had this assignment not taken place.

2. No Assumption of Liabilities. Except as otherwise provided in the Purchase Agreement, Buyer does not assume, and shall not be obligated or liable for, any Liabilities of any Company or its members, Affiliates, predecessors, assignors or transferors, in connection with the Trademarks or Domain Names and the transactions contemplated hereby.

3. Registration. Buyer will be entitled to register this Agreement at the relevant intellectual property offices. Each Company shall give Buyer any powers and authorization necessary for this purpose and, at the request of Buyer 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 Buyer.

4. Further Action. Each Company and Buyer shall use their commercially reasonable efforts to (a) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement and the Purchase Agreement, and (b) from time to time, execute and deliver such other documents, certificates, agreements and other writings, and take such other actions as may be reasonably necessary in order to consummate or evidence or implement expeditiously the transactions contemplated by this Agreement and the Purchase Agreement; provided, that, as between the parties, Buyer shall be responsible for the preparation of such documents and other instruments that may be necessary to record and/or perfect Buyer's right, title and interest in and to the Trademarks and Domain Names (including, without limitation, with any applicable Governmental Authorities), and for any and all costs, expenses and fees associated therewith. Without limiting the foregoing, at Closing, each Company shall provide to Buyer all credentials necessary to transfer the Domain Name registrations and administrative control thereof to Buyer, and each Company shall execute or otherwise complete all applicable paperwork or electronic forms required by the applicable Internet domain name registrar for each Domain Name.

5. Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement and does not (i) create any additional obligations, covenants, agreements, representations or warranties or alter, amend, modify, replace, change, rescind, waive, exceed, expand, enlarge, supersede or in any way affect any of the obligations, covenants, agreements, representations or warranties of Buyer or Companies; or (ii) expand upon or limit the respective rights, benefits, responsibilities and obligations of Buyer or Companies. In the event the terms of this Agreement conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. This Agreement shall, in all respects, be construed so that none of the Assumed Obligations shall be expanded, increased, broadened or enlarged, solely as a result of the execution of this Agreement, as to rights or remedies that third parties would have had against Buyer or any Company had this Agreement not been executed and delivered.

6. Due Authorization. Each Company hereby authorizes and requests the applicable Internet domain name registrar to issue any and all domain name registrations from any and all applications for registration included in the Domain Name to and in the name of Buyer.

7. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in

such state. All disputes arising directly or indirectly out of this Agreement shall be fully resolved in accordance with Section 6.11 of the Purchase Agreement. The venue for any action to enforce or interpret this Agreement and its terms shall lie exclusively in the federal and state courts sitting in Phoenix, Arizona or, as provided in Section 6.11 of the Purchase Agreement, by arbitration conducted in Phoenix, Arizona.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures exchanged by facsimile or other electronic means, will be fully binding on the parties, notwithstanding any decisional law to the contrary.

9. Notices. Any notice, request or other document to be given hereunder to either party hereto shall be given in the manner in Section 6.02 of the Purchase Agreement.

10. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Applicable Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.


11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns under the Purchase Agreement.

12. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by all of the parties.

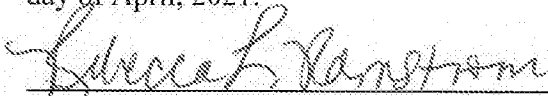
[Signature Page Follows]

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.

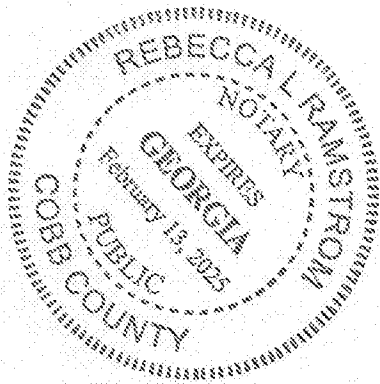
SITEONE LANDSCAPE SUPPLY, LLC

By: 
Name: Briley Brisendine
Title: Executive Vice President & General Counsel

Sworn to and subscribed before me this 1st day of April, 2021.


Notary Public

My commission expires:
2/13/2025



ARIZONA STONE & ARCHITECTURAL
PRODUCTS, L.L.C.

By: William H. Burke
Name: William H. Burke
Title: President

SOLSTICE STONE, L.L.C.

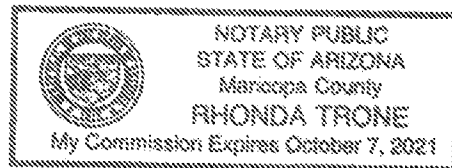
By: William H. Burke
Name: William H. Burke
Title: Manager

Sworn to and subscribed before me this 1st
day of April, 2021.

Rhonda Trone
Notary Public

My commission expires:

10/07/2021



**SCHEDULE A
TRADEMARKS**

Trademark	Owner	Status	Reg. No. Reg. Date	International Class/ Goods or Services
SOLSTICE	Solstice Stone	Live	5264394 August 15, 2017	IC 019. US 001 012 033 050. G & S: Building stone, paving stone, wall stone, stone slates, artificial stone and natural stone.

**SCHEDULE B
DOMAIN NAMES**

Arizona Stone
<http://www.arizonastone.com/>

Solstice Stone
<https://www.solsticestone.com/>