

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705880

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SEMCO DISTRIBUTING, INC.		11/12/2021	Corporation:
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: 3			
Property Type	Number	Word Mark	
Registration Number:	4892823	BRENTWOOD	
Registration Number:	3071099	BLUE RIVER	
Registration Number:	3027063	SEMCO DISTRIBUTING, INC.	
CORRESPONDENCE DATA			
Fax Number:			
<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		
Address Line 2:	Suite 200		
Address Line 4:	Atlanta, GEORGIA 30339		
ATTORNEY DOCKET NUMBER:	72011-5690		
NAME OF SUBMITTER:	Amanda G. Hyland		
SIGNATURE:	/Amanda G. Hyland/		
DATE SIGNED:	02/01/2022		
Total Attachments: 8			

OP \$90.00 4892823

source=Project Lamar - Servicemark and Domain Name Assignment Agreement - EXECUTED
(02243198xBE13C)#page1.tif
source=Project Lamar - Servicemark and Domain Name Assignment Agreement - EXECUTED
(02243198xBE13C)#page2.tif
source=Project Lamar - Servicemark and Domain Name Assignment Agreement - EXECUTED
(02243198xBE13C)#page3.tif
source=Project Lamar - Servicemark and Domain Name Assignment Agreement - EXECUTED
(02243198xBE13C)#page4.tif
source=Project Lamar - Servicemark and Domain Name Assignment Agreement - EXECUTED
(02243198xBE13C)#page5.tif
source=Project Lamar - Servicemark and Domain Name Assignment Agreement - EXECUTED
(02243198xBE13C)#page6.tif
source=Project Lamar - Servicemark and Domain Name Assignment Agreement - EXECUTED
(02243198xBE13C)#page7.tif
source=Project Lamar - Servicemark and Domain Name Assignment Agreement - EXECUTED
(02243198xBE13C)#page8.tif

SERVICEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Servicemark and Domain Name Assignment Agreement (this “**Agreement**”), dated as of November 12, 2021 (the “**Effective Date**”), is made and entered into by and between **SITEONE LANDSCAPE SUPPLY, LLC**, a Delaware limited liability company (“**Buyer**”), and **SEMCO DISTRIBUTING, INC.** dba Semco Stone, a Missouri corporation (“**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 servicemarks, including, among other things, the word “Semco”, including any applications or registrations therefor, and all the goodwill arising therefrom, as listed in Schedule A hereto (collectively, the “**Servicemarks**”);

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

WHEREAS, Buyer, Company, the Shareholders of Company, Edward J. Robinson and the other parties thereto, have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which Company has agreed to sell, transfer, convey, assign and deliver to Buyer, among other assets, the Servicemarks and the Domain Names, and has agreed to execute and deliver this Agreement;

WHEREAS, pursuant to the Purchase Agreement, Buyer wishes to acquire, and Company wishes to assign to Buyer all of Company’s right, title and interest in and to the Servicemarks and the 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.

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

1.2 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 any 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 Company had this assignment not taken place.

2. No Assumption of Liabilities. Buyer does not assume, and shall not be obligated or liable for, any Liabilities of Company or its Shareholder, Affiliates, predecessors, assignors or transferors, in connection with the Servicemarks and the Domain Names and the transactions contemplated hereby.

3. Registration. Buyer will be entitled to register this Agreement at any relevant intellectual property office. 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.

4. Further Action. Company shall, 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. Without limiting the foregoing, promptly after Closing, Company shall provide to Buyer all credentials necessary to transfer the Domain Name registrations and administrative control thereof to Buyer, and 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 any party hereto; or (ii) expand upon or limit the respective rights, benefits, responsibilities and obligations of any party hereto. In the event the terms of this Agreement conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

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

7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware (without reference to its principles of choice or conflict of laws that would result in the application of the laws of another jurisdiction).

8. Counterparts. This Agreement may be signed in any number of counterparts, and any signatures delivered by telecopy, portable document format (.pdf) or other means of electronic transmission (including DocuSign), each of which shall be an original, shall have the same effect as if the signatures were upon the same instrument and delivered in person.

9. Notices. Any notice, request or other document to be given hereunder to either party hereto shall be given in the manner in Section 7.02 of the Purchase Agreement.


10. Severability. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

SITEONE LANDSCAPE SUPPLY, LLC


By: 
Name: Briley Brisendine
Title: EVP and General Counsel

[Signatures Continue on Next Page]

[Signature Page to Servicemark and Domain Name Assignment Agreement]

TRADEMARK
REEL: 007600 FRAME: 0066

SEMCO DISTRIBUTING, INC.

By: 

Name: Edward J. Robinson

Title: CEO

[Signature Page for Servicemark and Domain Name Assignment Agreement]

16200889.v1

RECORDED: 02/01/2022

TRADEMARK
REEL: 007600 FRAME: 0067