

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF TRADEMARK SECURITY INTEREST PREVIOUSLY RECORDED AT REEL/FRAE (6866/0683)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, STAMFORD BRANCH, as Resigning Agent		07/22/2022	Aktiengesellschaft (Ag): SWITZERLAND
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Successor Agent		
Street Address:	2200 Ross Avenue, 9th Floor		
Internal Address:	Mail Code: TX1-2905		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5941906	THE DIRT DOCTORS	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	jmull@stblaw.com		
Correspondent Name:	Courtney Welshimer		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/2416		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	09/22/2022		
Total Attachments: 5			
source=SiteOne - Trademark Assignment Agreement (Dirt Doctors) [Executed]#page1.tif			
source=SiteOne - Trademark Assignment Agreement (Dirt Doctors) [Executed]#page2.tif			

CH \$40.00 5941906

source=SiteOne - Trademark Assignment Agreement (Dirt Doctors) [Executed]#page3.tif

source=SiteOne - Trademark Assignment Agreement (Dirt Doctors) [Executed]#page4.tif

source=SiteOne - Trademark Assignment Agreement (Dirt Doctors) [Executed]#page5.tif

TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

This **TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT** (this "Agreement") is entered into as of July 22, 2022, by and between **UBS AG, STAMFORD BRANCH**, in its capacity as the resigning administrative agent (the "Resigning Agent") and **JPMORGAN CHASE BANK, N.A.**, in its capacity as the successor administrative agent ("Successor Agent").

WHEREAS, Resigning Agent is a party to that certain ABL Notice and Confirmation of Grant of Security Interest in Trademarks (the "Trademark Security Agreement"; terms capitalized but not defined herein shall have the meaning assigned to such term therein) dated as of February 18, 2020 with The Dirt Doctors, LLC (the "Grantor"), and such Trademark Security Agreement was recorded in the United States Patent and Trademark Office on February 18, 2020 at Reel/Frame: 6866/0683;

WHEREAS, pursuant to the Trademark Security Agreement, Resigning Agent was granted, for the benefit of the Lenders, a security interest in the Grantor's Trademarks (as defined in the Security Agreement), including the trademarks listed on Schedule A attached hereto;

WHEREAS, pursuant to that certain Seventh Amendment to Credit Agreement, dated of even date herewith, by and among, *inter alios*, SiteOne Landscape Supply Holding, LLC (formerly known as JDA Holding LLC), a Delaware limited liability company, SiteOne Landscape Supply, LLC (formerly known as John Deere Landscapes LLC), a Delaware limited liability company, Resigning Agent and Successor Agent, Resigning Agent is resigning as Agent and Successor Agent is being appointed as Agent; and

WHEREAS, Resigning Agent desires to assign its rights under the Trademark Security Agreement to Successor Agent.

IN CONSIDERATION of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

Assignment

(a) Resigning Agent hereby irrevocably assigns and delegates to Successor Agent all of the rights, benefits, authority, powers, and duties of Resigning Agent under the Trademark Security Agreement, including Resigning Agent's security interest in the Grantor's Trademarks.

(b) Successor Agent shall succeed to the rights, benefits, authority, powers and duties of the Resigning Agent under the Trademark Security Agreement as if it were the original administrative agent thereunder, and the rights, benefits, powers and duties of the Resigning Agent under the Trademark Security Agreement shall be terminated.

Miscellaneous

(a) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(b) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(c) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

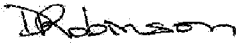
(d) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

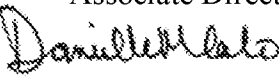
(e) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

UBS AG, STAMFORD BRANCH,
in its capacity as the Resigning Agent

By: 
Name: Dionne Robinson
Title: Associate Director

By: 
Name: Danielle Calo
Title: Associate Director

JPMORGAN CHASE BANK, N.A.,
in its capacity as the Successor Agent

By: 
Name: Andrew Rossman
Title: Vice President

SCHEDULE A

Trademark Registrations

<u>TRADEMARK</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
The Dirt Doctors	88282615	01/30/2019	5941906	12/24/2019