

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM757014

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF TRADEMARK SECURITY INTEREST (ABL) PREVIOUSLY RECORDED AT REEL/FRAME (5468/0770)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UBS AG, STAMFORD BRANCH, as Resigning Agent		07/22/2022	Aktiengesellschaft (Ag): SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Successor Agent		
<b>Street Address:</b>	2200 Ross Avenue, 9th Floor		
<b>Internal Address:</b>	Mail Code: TX1-2905		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1306272		
<b>Registration Number:</b>	1260303		
<b>Registration Number:</b>	3037958		
<b>Registration Number:</b>	4225748	CHOICETURF	
<b>Registration Number:</b>	4553415	CHOICEMELT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2124552592		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Courtney Welshimer		
<b>Address Line 1:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/2416		
<b>NAME OF SUBMITTER:</b>	J. Jason Mull		
<b>SIGNATURE:</b>	/J. Jason Mull/		

CH \$140.00 1306272

<b>DATE SIGNED:</b>	09/22/2022
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**Total Attachments: 5**

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**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 27, 2015 with Shemin Nurseries, Inc., predecessor in interest to SiteOne Landscape Supply, LLC (the "Grantor"), and such Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 2, 2015 at Reel/Frame: 5468/0770<sup>1</sup>;

**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

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<sup>1</sup> Both a Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks and an ABL Notice and Confirmation of Grant of Security Interest in Trademarks are recorded at R/F 005468/0770. For the avoidance of doubt, only rights under the ABL Notice and Confirmation of Grant of Security Interest in Trademarks are assigned pursuant to this Agreement.

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.

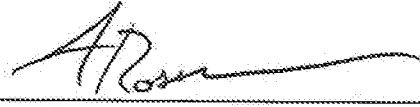
(e) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be 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]*



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

By:



Name: Andrew Rossman

Title: Vice President

[Signature Page to Trademark Security Interest Agent Agreement (Shemin)]

**TRADEMARK**  
**REEL: 007853 FRAME: 0928**

## SCHEDULE A

### Trademark Registrations

<u>TRADEMARK</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Design	73/399,459	10/1/82	1,306,272	11/20/84
Design	73/399,506	10/1/82	1,260,303	12/6/83
Design	78/512,845	11/8/04	3,037,958	1/3/2006
CHOICETURF	85/569713	3/14/12	4,225,748	10/16/2012
CHOICEMELT	86/070213	9/20/13	4,553,415	6/17/2014