

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM762491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SITEONE LANDSCAPE SUPPLY, LLC (formerly known as John Deer Landscapes LLC)		07/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as administrative and collateral agent		
Street Address:	100 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	6688090	PAINTED SKY	
Registration Number:	6675953	SHEMIN NURSERIES, INC.	
Registration Number:	6457421	PORTFOLIO NURSERY COLLECTION	
Registration Number:	6042387	REDZONE 2	
Registration Number:	6654284	CARBPRO-G	
Registration Number:	6603534	KALAHARI 70EG HERBICIDE	
Registration Number:	6457064	PROPRICE GUARANTEE	
Registration Number:	6349952	PROPRICE \$ GUARANTEE	
Registration Number:	6317345	PRO-TRADE	
Registration Number:	6049816	PRO-TRADE	
Registration Number:	5616400	SITEONE GREEN TECH	
Registration Number:	5621410	1 SITEONE GREEN TECH	
Registration Number:	5621409	1 SITEONE GREEN TECH	
Registration Number:	5616397	SITEONE GREEN TECH	
Registration Number:	5621380	SITEONE GREEN TECH	
Registration Number:	5621372	SITEONE GREEN TECH	
Registration Number:	5264394	SOLSTICE	

CH \$1065.00 6688090

Property Type	Number	Word Mark
Registration Number:	6356239	P
Registration Number:	6348474	P
Registration Number:	6234140	P
Registration Number:	6211368	PRO-TRADE
Registration Number:	6125126	P
Registration Number:	5857985	P
Registration Number:	5783031	CARBONPRO
Registration Number:	5734650	DRIVEWATCH
Registration Number:	5542477	P
Registration Number:	5466387	P PRO-TRADE LIGHTING
Registration Number:	5422452	PRO-TRADE LIGHTING
Registration Number:	5406872	P
Registration Number:	5386797	PRO-TRADE
Registration Number:	5124378	1 SITEONE LANDSCAPE SUPPLY STRONGER TOGE
Registration Number:	5124377	1 SITEONE LANDSCAPE SUPPLY
Registration Number:	4966421	SITEONE
Registration Number:	4892823	BRENTWOOD
Registration Number:	4579118	MULCH MADNESS
Registration Number:	5655966	PRO-TRADE
Registration Number:	5257307	SITEONE
Registration Number:	5097343	SITEONE
Registration Number:	4438592	ECO GREEN ICE MELTER
Registration Number:	3071099	BLUE RIVER
Registration Number:	3027063	SEMCO DISTRIBUTING, INC.
Registration Number:	1415380	BISSETT NURSERY CORPORATION

CORRESPONDENCE DATA

Fax Number: 2124552502

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.

Phone: 2124552592

Email: jnull@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:	10/20/2022

Total Attachments: 6

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ABL NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), effective as of July 22, 2022, made by SITEONE LANDSCAPE SUPPLY, LLC (formerly known as John Deer Landscapes LLC), a Delaware limited liability company, having a principal place of business at 300 Colonial Center Parkway, Suite 600, Roswell, Georgia 30076 (the “Grantor” and the “OpCo Borrower”), in favor of JPMORGAN CHASE BANK, N.A., a national banking association having a principal place of business at 100 South Dearborn Street, Chicago, IL 60603, as administrative agent and collateral agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the Amended and Restated Credit Agreement, dated as of July 22, 2022 (as amended, restated, supplemented, waived or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the “Credit Agreement”), among SITEONE LANDSCAPE SUPPLY HOLDING, LLC (formerly known as JDA Holding LLC), a Delaware limited liability company (the “Parent Borrower”), the OpCo Borrower (together with the Parent Borrower, the “Borrowers”), the Agent, and the other parties from time to time party thereto.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to, amongst other things, make extensions of credit to the Borrowers, the proceeds of which will be used in part to enable the Borrowers to make valuable transfers to one or more of the other Granting Parties in connection with the operation of their respective businesses; and

WHEREAS, in connection with the Credit Agreement, the Borrowers executed and delivered an ABL Guarantee and Collateral Agreement, dated as of December 23, 2013, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers and the Subsidiary Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION I. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons that would otherwise be included in the Security Collateral for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark Licenses (in each case, except to the extent that, pursuant to the Code and any other applicable law, the granting of security interests therein can be made without resulting in a breach, default or termination thereof).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall prevail.

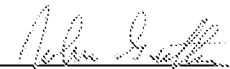
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

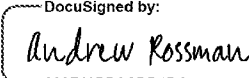
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SITEONE LANDSCAPE SUPPLY, LLC

By: 
Name: John Guthrie
Title: Executive Vice President, Chief Financial
Officer, Treasurer and Secretary

**JPMORGAN CHASE BANK, N.A.,
as Agent**

By: 
Name: Andrew Rossman
Title: vice President

SCHEDULE I

Trademark Registrations

TRADEMARK	SERIAL/ REG. NUMBER
PAINTED SKY	6688090
SHEMIN NURSERIES, INC.	6675953
PORTFOLIO NURSERY COLLECTION	6457421
REDZONE 2	6042387
CARBPRO-G	6654284
KALAHARI 70EG HERBICIDE	6603534
PROPRICE GUARANTEE	6457064
PROPRICE \$ GUARANTEE & design	6349952
PRO-TRADE	6317345
PRO-TRADE	6049816
SITEONE GREEN TECH & design	5616400
1 SITEONE GREEN TECH & design	5621410
1 SITEONE GREEN TECH & design	5621409
SITEONE GREEN TECH	5616397
SITEONE GREEN TECH	5621380
SITEONE GREEN TECH	5621372
SOLSTICE	5264394
P & design	6356239
P & design	6348474
P & design	6234140
PRO-TRADE	6211368
P & design	6125126
P & design	5857985
CARBONPRO	5783031
DRIVEWATCH	5734650
P & design	5542477
P PRO-TRADE LIGHTING & design	5466387
PRO-TRADE LIGHTING	5422452
P & design	5406872

TRADEMARK	SERIAL/ REG. NUMBER
PRO-TRADE	5386797
1 SITEONE LANDSCAPE SUPPLY STRONGER TOGETHER & design	5124378
1 SITEONE LANDSCAPE SUPPLY & design	5124377
SITEONE	4966421
BRENTWOOD	4892823
MULCH MADNESS	4579118
PRO-TRADE	5655966
SITEONE	5257307
SITEONE	5097343
ECO GREEN ICE MELTER & design	4438592
BLUE RIVER	3071099
SEMCO DISTRIBUTING, INC.	3027063
BISSETT NURSERY CORPORATION & design	1415380