

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM802548

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JLL Pioneer Inc.		01/19/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pioneer Landscape Centers, Inc.		
<b>Street Address:</b>	630 Plaza Drive		
<b>Internal Address:</b>	Suite 150		
<b>City:</b>	Highlands Ranch		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80129		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5063109	PIONEER	
<b>Registration Number:</b>	5063111	PIONEER	
<b>Registration Number:</b>	5063112	YOUR PARTNER IN OUTDOOR LIVING	
<b>Registration Number:</b>	5068482	NATIONAL HARDSCAPE SUPPLY SINCE 1968	
<b>Registration Number:</b>	5072711	NHS SINCE 1968	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	303-892-7320		
<b>Email:</b>	Katie.Koehler@dgslaw.com		
<b>Correspondent Name:</b>	Katie Koehler		
<b>Address Line 1:</b>	1550 17th Street		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>NAME OF SUBMITTER:</b>	James Law		
<b>SIGNATURE:</b>	/James Law/		
<b>DATE SIGNED:</b>	04/12/2023		

OP \$140.00 5063109

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Trademark Assignment"), effective as of January 19, 2023, is between JLL Pioneer Inc., a Delaware corporation ("Seller"), and Pioneer Landscape Centers, Inc., a Delaware corporation ("Buyer"). Seller and Buyer are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

### Recitals

- A. WHEREAS, Seller is the owner of the entire right, title, and interest in and to the trademarks that are registered under U.S. Trademark Registration Nos. 5063109, 5063111, 5063112, 5068482, and 5072711 (collectively, the "Trademarks").
- B. WHEREAS, Seller desires to assign its entire right, title and interest in and to the Trademarks, and Buyer desires to acquire Seller's entire right, title and interest in and to the Trademarks.

### Agreements

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title and interest in and to the Trademarks, together with all goodwill associated or connected with the use of, and symbolized by, the Trademarks, including:
  - a. the application for registration of the Trademarks, issuances, extensions and renewals of such application, and similar intangible property and related proprietary rights, interests and protections, however arising; and
  - b. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which, when executed, will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same instrument. A signed copy of this Trademark Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
3. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
4. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

5. Entire Agreement. This Trademark Assignment contains the complete agreement of the Parties concerning the subject matter hereof, and supersedes any prior oral or written understandings, representations, or agreements pertaining thereto.


6. Amendment. This Trademark Assignment may not be amended or modified in any respect, except by a subsequent agreement in writing executed by both Parties.

*[Signature page follows.]*

The undersigned have executed this Trademark Assignment as of the date first written above.


**SELLER:**

By: JLL Pioneer Inc.

By:   
Name: Kevin Guzior  
Title: Authorized Person

**BUYER:**

By: Pioneer Landscape Centers, Inc.

By:   
Name: Kevin Guzior  
Title: Authorized Person

*[Signature page to Trademark Assignment Agreement]*