

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806634

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRUIST BANK (SUCCESSOR BY MERGER TO SUNTRUST BANK), AS ADMINISTRATIVE AGENT		03/31/2023	Banking Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Nursery Supplies, Inc.		
Street Address:	2050 Avenue A		
City:	Kissimmee		
State/Country:	FLORIDA		
Postal Code:	34758		
Entity Type:	Corporation: NEW JERSEY		
Name:	Summit Plastic Company		
Street Address:	2050 Avenue A		
City:	Kissimmee		
State/Country:	FLORIDA		
Postal Code:	34758		
Entity Type:	Corporation: OHIO		
Name:	Janorpot, LLC		
Street Address:	2050 Avenue A		
City:	Kissimmee		
State/Country:	FLORIDA		
Postal Code:	34758		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1981272	AGS	
Registration Number:	1356702	ARP-TAINER	
Registration Number:	1421101	CLASSIC	
Registration Number:	1963450	DEC-GROW	
Registration Number:	3747463	ECO360	

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Property Type	Number	Word Mark
Registration Number:	3745218	ECO 360 SUMMIT PLASTIC COMPANY
Registration Number:	1775895	GRIP-LIP
Registration Number:	2647356	JANORPOT
Registration Number:	2844405	LERIO
Registration Number:	3475116	NSI NURSERY SUPPLIES INC.
Registration Number:	3618544	ROOT STEPPER
Registration Number:	1871367	THE ACCELERATOR
Serial Number:	86479119	JANORPOT 3D SYSTEMS DIRECTION DIMENSION
Registration Number:	4651660	LOCKED-IN-GARDEN

CORRESPONDENCE DATA

Fax Number:

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.

Email: kareem.ansley@blankrome.com

Correspondent Name: KAREEM ANSLEY

Address Line 1: BLANK ROME LLP

Address Line 2: 717 TEXAS AVENUE, SUITE 1400

Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	155656-01058
NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	04/27/2023

Total Attachments: 5

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RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST**, dated as of March 31, 2023 (the “Release”), is made by Truist Bank (successor by merger to SunTrust Bank), as administrative agent (in such capacity, together with its successors and permitted assignees, the “Administrative Agent”), in favor of Nursery Supplies, Inc., a New Jersey corporation (“Nursery”), Summit Plastic Company, an Ohio corporation (“Summit”), and Janorpot, LLC, an Ohio limited liability company (“Janorpot”, and together with Nursery and Summit, each a “Grantor” and, collectively, the “Grantors”).

WHEREAS, New NSI Holdings, Inc., a Delaware corporation (“Holdings”), NSI Holdings, Inc., a Delaware corporation (“NSI”), DSG Holding Company, Inc., a Delaware corporation (“DSG”), PI Holdings, Inc., a Delaware corporation (“PI” and, together with Holdings NSI and DSG, each a “Borrower” and, collectively, the “Borrowers”), and the Administrative Agent are parties to that certain Revolving Credit and Term Loan Agreement, dated as of July 28, 2015 (as amended by that certain First Amendment to Revolving Credit and Term Loan Agreement, dated as of January 30, 2017, that certain Second Amendment to Revolving Credit and Term Loan Agreement, dated as of June 29, 2018, that certain Third Amendment to Revolving Credit and Term Loan Agreement, dated as of June 15, 2020, that certain Fourth Amendment to Revolving Credit and Term Loan Agreement, dated as of July 18, 2022, that certain Fifth Amendment to Revolving Credit and Term Loan Agreement, dated as of October 31, 2022 and as further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Credit Agreement, the Security Agreement defined herein or the Trademark Security Agreement defined herein, as applicable);

WHEREAS, in connection with entering into the Credit Agreement, the Loan Parties entered into that certain Guaranty and Security Agreement, dated as of July 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), whereby each Grantor pledged, assigned and transferred to the Administrative Agent for the benefit of the Secured Parties, and granted to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the Collateral, including the Trademark Collateral;

WHEREAS, in connection with the Security Agreement, each Grantor pledged, assigned and transferred to the Administrative Agent for the benefit of the Secured Parties, and granted to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the Trademark Collateral, pursuant to that certain Trademark Security Agreement, dated as of July 28, 2015, executed by each Grantor in favor of the Administrative Agent for the benefit of the Secured Parties, which was duly recorded on July 28, 2015, at Reel/Frame 5586/0434 in the United States Patent and Trademark Office (the “Trademark Security Agreement”); and

WHEREAS, the Administrative Agent wishes to release and restore all right, title and interest in and dissolve those security interests created by the Trademark Security Agreement and the Security Agreement with respect to the Trademark Collateral, including the specific Trademarks set forth on Schedule A attached hereto (the “Released Trademarks”).

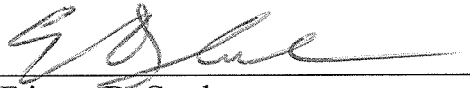
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Administrative Agent hereby (a) grants, assigns and conveys, without recourse or warranty, to each Grantor all of its rights, title and interest in the Trademark Collateral, including the Released Trademarks, (b) terminates, releases, discharges, quitclaims and relinquishes unto each Grantor any and all security interests and liens it has against the Trademark Collateral (including in all goodwill connected with the use of and symbolized thereby), including the Released Trademarks and (c) terminates the Trademark Security Agreement.

AND FURTHER, Administrative Agent acknowledges that this Release may be filed, along with other necessary documentation, with the United States Patent and Trademark Office or any other governmental office to evidence the release granted herein. Administrative Agent agrees to take further actions, and provide to the Grantors such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), in each case, as reasonably requested by the Grantors and at each Grantor's expense, to more fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, Administrative Agent has caused this Release of Trademark Security Interest to be executed by its duly authorized representative as of the date first above written.

TRUIST BANK, successor by merger to
SunTrust Bank, as Administrative Agent

By: 
Name: Etienne D. Cambon
Title: Senior Vice President

SCHEDULE A

Released Trademarks

Trademark	Country	App. Number	App. Date	Reg. Number	Reg. Date	Status	Registrant
AGS	U.S. Federal	74717383	18-Aug-1995	1981272	18-Jun-1996	Registered	Nursery Supplies, Inc.
ARP-TAINER	U.S. Federal	73476565	20-Apr-1984	1356702	27-Aug-1985	Registered	Nursery Supplies, Inc.
CLASSIC	U.S. Federal	73419256	28-Mar-1983	1421101	16-Dec-1986	Registered	Nursery Supplies, Inc.
DEC-GROW	U.S. Federal	74674110	15-May-1995	1963450	19-Mar-1996	Registered	Nursery Supplies, Inc.
ECO360	U.S. Federal	77503774	20-Jun-2008	3747463	09-Feb-2010	Registered	Summit Plastic Company
ECO 360 SUMMIT PLASTIC COMPANY	U.S. Federal	77508439	26-Jun-2008	3745218	02-Feb-2010	Registered	Summit Plastic Company
GRIP-LIP	U.S. Federal	74043339	28-Mar-1990	1775895	08-Jun-1993	Registered	Nursery Supplies, Inc.
JANORPOT	U.S. Federal	78073301	11-Jul-2001	2647356	05-Nov-2002	Registered	Janorpot, LLC
LERIO	U.S. Federal	76488733	10-Feb-2003	2844405	25-May-2004	Registered	Nursery Supplies, Inc.
NSI NURSERY SUPPLIES INC.	U.S. Federal	77241813	30-Jul-2007	3475116	29-Jul-2008	Registered	Nursery Supplies, Inc.
ROOT STEPPER	U.S. Federal	77478724	20-May-2008	3618544	12-May-2009	Registered	Summit Plastic Company
THE ACCELERATOR	U.S. Federal	74428268	24-Aug-1993	1871367	03-Jan-1995	Registered	Nursery Supplies, Inc.
NSI NURSERY SUPPLIES AND LOGO	Canada	1372660	19-Nov-2007	TMA746547	31-Aug-2009	Registered	Nursery Supplies, Inc.
JANORPOT 3D SYSTEMS LOGO	U.S.	86479119	12-Dec-2014			Pending ITU	Summit Plastic Company
JANORPOT 3D SYSTEMS LOGO	CTM	14107155	21-May-2015			Pending	Summit Plastic Company
ECO 360 LOGO	CTM	7481203	29-Jul-2018			Pending	Summit Plastic Company

Trademark	Country	App. Number	App. Date	Reg. Number	Reg. Date	Status	Registrant
ECO 360	CTM	7480551	19-Dec-2008	7480551	3-Dec-2009	Registered	Summit Plastic Company
LOCKED-IN-GARDEN	US	86127981	25-Nov-2013	4651660	09-Dec-2014	Registered	Summit Plastic Company