

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Acknowledgment of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tri-State Garden Supply, Inc.		01/23/2017	Corporation: PENNSYLVANIA
Gardenscape Transport, Inc.		01/23/2017	Corporation: OHIO
Gardenscape of New York, Inc.		01/23/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	70 Batterson Park Road		
Internal Address:	Doc Retention - GCF, CT2-515-BB-03		
City:	Farmington		
State/Country:	CONNECTICUT		
Postal Code:	06032		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2197308	BUTTERFIELD FARMS	
Registration Number:	2068320	BUTTERFIELD FARMS	
Registration Number:	2199157	SURE FOOT	
Registration Number:	1963157	SURE TRACKS	
Registration Number:	1593704	GARDENSCAPE	
Registration Number:	1239885	SOILSWEET	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		

CH \$165.00 2197308

ATTORNEY DOCKET NUMBER:	0081532-000019
NAME OF SUBMITTER:	Michael L. Dever
SIGNATURE:	/Michael L. Dever/
DATE SIGNED:	01/26/2017
Total Attachments: 3 source=bank of america-tri-state garden security interest in trademarks#page1.tif source=bank of america-tri-state garden security interest in trademarks#page2.tif source=bank of america-tri-state garden security interest in trademarks#page3.tif	

ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

January 23, 2017

WHEREAS, each of the undersigned (each a "Grantor", and collectively, the "Grantors"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantors have entered into a Loan Agreement, dated as of January 23, 2017 with the Bank of America, N.A (the "Lender") and certain other loan parties from time to time party thereto, (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, each Grantor has granted to Lender a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the obligations ("Obligations") incurred under the Loan Agreement and other loan documents delivered in connection therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Lender a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

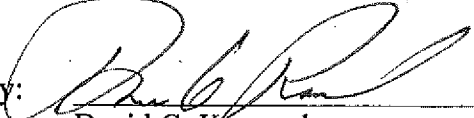
[Remainder of Page Intentionally Left Blank; Signature Page Follows]

**[SIGNATURE PAGE TO ACKNOWLEDGMENT OF SECURITY INTEREST IN
TRADEMARKS]**

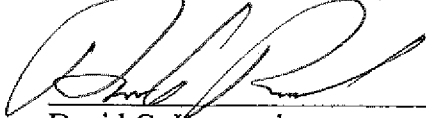
IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment to be duly executed by its officer thereunto duly authorized as of the date first written above.

GRANTORS:

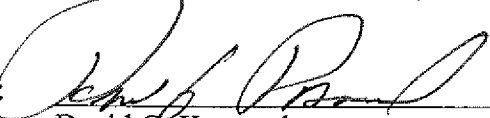
TRI-STATE GARDEN SUPPLY, INC.

By: 
Name: David G. Kasmoch
Title: President

GARDENSCAPE TRANSPORT, INC.

By: 
Name: David G. Kasmoch
Title: President

GARDENSCAPE OF NEW YORK, INC.

By: 
Name: David G. Kasmoch
Title: President

SCHEDULE 1 TO
ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

**[BORROWER: PLEASE CONFIRM ACCURACY OF INFORMATION BELOW AND
PROVIDE REGISTRATION DATES]**

Credit Party	Mark	Registration Number	Registration Date
Tri-State Garden Supply, Inc.	Butterfield Farms	2197308	10/20/1998
Tri-State Garden Supply, Inc.	Butterfield Farms	2068320	06/10/1997
Tri-State Garden Supply, Inc.	Sure Foot	2199157	10/27/1998
Tri-State Garden Supply, Inc.	Sure Tracks	1963157	03/19/1996
Tri-State Garden Supply, Inc.	Gardenscape	1593704	05/01/1990
Gardenscape of New York, Inc.	SWEET SOIL	1,239,885	05/31/1983