

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JMJ Organic Ltd		08/28/2023	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	SiteOne Landscape Supply, LLC		
Street Address:	300 Colonial Center Parkway		
Internal Address:	Suite 600		
City:	Roswell		
State/Country:	GEORGIA		
Postal Code:	30076		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5936928	HEIRLOOM SOILS	
CORRESPONDENCE DATA			
Fax Number:	4048156555		
<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:	404-815-6500		
Email:	ftaylor@kilpatricktownsend.com		
Correspondent Name:	Kilpatrick Townsend & Stockton LLP		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	Attn: Christine James		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	K. Faye Taylor, Paralegal		
SIGNATURE:	/K. Faye Taylor/		
DATE SIGNED:	09/14/2023		
Total Attachments: 7			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement (this “*Agreement*”), dated as of August 28, 2023 (the “*Effective Date*”), is made and entered into by and between **SITEONE LANDSCAPE SUPPLY, LLC**, a Delaware limited liability company (“*Buyer*”), **JMJ ORGANICS LTD**, a Texas limited partnership, doing business as Warren’s Southern Gardens and Earth Friendly Dirt and Mulch Co. (“*Company*”). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Company has adopted and used, or has a bona fide intention to use, and is the owner of certain trademarks, including applications and registrations therefor, and all the goodwill arising therefrom, as listed in Schedule A hereto (collectively, the “*Trademarks*”);

WHEREAS, the Company is the owner and registrant of the domain name (the “*Domain Name*”) as listed in Schedule B hereto;

WHEREAS, Buyer, Company, Berdea Company, Carey D. Warren, Jr., Bernice F. Warren, and the Agent named therein have entered into that certain Asset Purchase Agreement, dated as of even date herewith (the “*Purchase Agreement*”), pursuant to which the Company has agreed to sell, transfer, convey, assign and deliver to Buyer, among other assets, the Trademarks and Domain Name, and has agreed to execute and deliver this Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Buyer wishes to acquire, and the Company wishes to assign to Buyer, all of the Company’s right, title and interest in and to the Trademarks and Domain Name.

NOW THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Trademarks Assignment. The Company hereby irrevocably assigns and transfers to Buyer, and Buyer hereby accepts, all right, title and interest in and to the Trademarks, including but not limited to the right to enforce them against any infringement occurring before or after the Effective Date, together with any rights of priority and common law rights throughout the world, together with goodwill of the business associated with the Trademarks, the same to be held by Buyer, as fully and effectually as they would have been held by the Company had this assignment not taken place.

2. Domain Name Assignment. The Company hereby irrevocably assigns and transfers to Buyer, and Buyer hereby accepts, all right, title and interest in and to the Domain Name, including, but not limited to, all content on the website associated with the Domain Name, any copyrights or other intellectual property or proprietary rights based on or related to the Domain Name, and the right to pursue all causes of action arising out of or related to the rights in and to the Domain Name, whether arising before or after the Effective Date, the same to be held by Buyer, as fully and effectually as they would have been held by the Company had this assignment not taken place.

3. No Assumption of Liabilities. Except as otherwise provided in the Purchase Agreement, Buyer does not assume, and shall not be obligated or liable for, any Liabilities of any Company or its members, Affiliates, predecessors, assignors or transferors, in connection with the Trademarks or Domain Name and the transactions contemplated hereby.

4. Registration. Buyer will be entitled to register this Agreement at the relevant intellectual property offices. The Company shall give Buyer any powers and authorization necessary for this purpose and, at the request of Buyer or its designee, shall execute, or shall cause any representative or administrative contact listed on the Domain Name registration to execute, any further documents, certificates, agreements and other writings and take such other actions as may reasonably be necessary in order to consummate, evidence or implement expeditiously the transactions contemplated by this Agreement. The expenses of such registrations and additional documents will be borne by Buyer.

5. Further Action. The Company and Buyer shall use their commercially reasonable efforts to (a) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement and the Purchase Agreement, and (b) from time to time, execute and deliver such other documents, certificates, agreements and other writings, and take such other actions as may be reasonably necessary in order to consummate or evidence or implement expeditiously the transactions contemplated by this Agreement and the Purchase Agreement; provided, that, as between the parties, Buyer shall be responsible for the preparation of such documents and other instruments that may be necessary to record and/or perfect Buyer's right, title and interest in and to the Trademarks and Domain Name (including, without limitation, with any applicable Governmental Authorities), and for any and all costs, expenses and fees associated therewith. Without limiting the foregoing, at Closing, the Company shall provide to Buyer all credentials necessary to transfer the Domain Name registrations and administrative control thereof to Buyer, and the Company shall execute or otherwise complete all applicable paperwork or electronic forms required by the applicable Internet domain name registrar for the Domain Name.

6. Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement and does not (i) create any additional obligations, covenants, agreements, representations or warranties or alter, amend, modify, replace, change, rescind, waive, exceed, expand, enlarge, supersede or in any way affect any of the obligations, covenants, agreements, representations or warranties of Buyer or the Company; or (ii) expand upon or limit the respective rights, benefits, responsibilities and obligations of Buyer or the Company. In the event the terms of this Agreement conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. This Agreement shall, in all respects, be construed so that none of the Assumed Obligations shall be expanded, increased, broadened or enlarged, solely as a result of the execution of this Agreement, as to rights or remedies that third parties would have had against Buyer or any Company had this Agreement not been executed and delivered.

7. Due Authorization. The Company hereby authorizes and requests the applicable Internet domain name registrar to issue any and all domain name registrations from any and all applications for registration included in the Domain Name to and in the name of Buyer.

8. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such state. All disputes arising directly or indirectly out of this Agreement shall be fully resolved in accordance with Section 6.11 of the Purchase Agreement.

9. Counterparts. This Agreement may be signed in any number of counterparts, and any signatures delivered by telecopy or portable document format (.pdf), each of which shall be an original, shall have the same effect as if the signatures were upon the same instrument and delivered in person.

10. Notices. Any notice, request or other document to be given hereunder to either party hereto shall be given in the manner in Section 6.02 of the Purchase Agreement.

11. Severability. If any provision of this Agreement, or the application thereof to any Person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other Persons, places and circumstances shall remain in full force and effect.


12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns under the Purchase Agreement.

13. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by all of the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties, intending to be legally bound by this Agreement, have each caused this Agreement to be executed by individuals authorized to legally bind the parties, effective as of the Effective Date.

SITEONE LANDSCAPE SUPPLY, LLC

By: 
Name: Briley Brisendine
Title: Executive Vice President and General Counsel

JMJ ORGANICS LTD

By: BERDEA COMPANY, its general partner

By: _____
Name: Bernice F. Warren
Title: Vice President

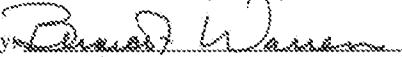
IN WITNESS WHEREOF, the parties, intending to be legally bound by this Agreement, have each caused this Agreement to be executed by individuals authorized to legally bind the parties, effective as of the Effective Date.

SITEONE LANDSCAPE SUPPLY, LLC

By: _____
Name: Briley Brisandine
Title: Executive Vice President and General Counsel

JMJ ORGANICS LTD

By: BERDEA COMPANY, its general partner

By: 
Name: Bernice F. Warren
Title: Vice President

[Signature Page to Trademark and Domain Name Assignment Agreement]

SCHEDULE A
TRADEMARKS

Trademark	Owner	Status	Reg. No. Reg. Date	Reg. Date
HEIRLOOM SOILS	JMJ Organics, LTD	Live	5,936,928	December 17, 2019

SCHEDULE B

DOMAIN NAME

1. earthfriendlyco.com
2. heirloomsoilsoftexas.com
3. kingwoodgardencenter.com
4. rockmulch.com
5. warrenssoutherngardens.com