

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		12/31/2014	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	True Value Company		
Street Address:	8600 West Bryn Mawr Avenue		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60631		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3075371	GREEN THUMB	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127353000		
Email:	justin.selle@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Aliya Sanders, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	062130/4		
NAME OF SUBMITTER:	Aliya Sanders		
SIGNATURE:	/Aliya Sanders/		
DATE SIGNED:	01/28/2015		
Total Attachments: 4			
source=NYCSR01A-#1120398-v1-True_Value_-_PNC_trademark_lien_release#page1.tif			
source=NYCSR01A-#1120398-v1-True_Value_-_PNC_trademark_lien_release#page2.tif			
source=NYCSR01A-#1120398-v1-True_Value_-_PNC_trademark_lien_release#page3.tif			

CH \$40.00 3075371

RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS

This Release of Security Interest in Patents, Trademarks and Copyrights, dated as of December 31, 2014 (this “**Release**”), is made by PNC Bank, National Association, located at 249 Fifth Avenue, Pittsburgh, PA 15222, as administrative agent for the Lenders referred to below (the “**Administrative Agent**”) in favor of True Value Company (successor-in-interest to Millburn Peat Company Inc.), located at 8600 West Bryn Mawr Avenue, Chicago, IL 60631 (the “**Pledgor**”). Capitalized terms used in this Release shall have the respective meanings assigned to them in the Credit Agreement (as defined below).

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the “**Credit Agreement**”), dated as of December 23, 2010, by and among Country Stone Holdings, Inc., an Iowa corporation, Infinity Fertilizers, Inc., an Iowa corporation, Fort Wayne Landscape Supply, Inc., an Iowa corporation, Millburn Peat Company Inc., an Indiana corporation, Green Thumb of Indiana, L.L.C., an Indiana limited liability company (each a “**Borrower**” and collectively, the “**Borrowers**”), the Guarantors a party thereto (the “**Guarantors**”), the Lenders a party thereto (the “**Lenders**”) and the Administrative Agent, the Administrative Agent and the Lenders have agreed to provide certain loans to the Borrowers, and the Pledgors (as defined in the Security Agreement) have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described therein;

WHEREAS, pursuant to the Credit Agreement, the Administrative Agent and Millburn Peat Company Inc., amongst others, entered into that certain Patent, Trademark and Copyright Security Agreement (the “**Security Agreement**”), pursuant to which Millburn Peat Company Inc., to secure the full payment and performance of all Secured Obligations, granted and conveyed a security interest to the Administrative Agent, for itself and the benefit of the Lenders and their respective affiliates, in the Pledgor’s then-present and thereafter-future right, title and interest in and to the following (collectively, the “**Patent, Trademark and Copyright Collateral**”):

all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether then owned or thereafter acquired by the Pledgor (as defined in the Security Agreement), including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on February 18, 2011, at Reel 4482 / Frame 0796; and

WHEREAS, the Administrative Agent has agreed to terminate, cancel and release its security interest in the Patent, Trademark and Copyright Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Administrative Agent hereby terminates the Security Agreement and hereby terminates, cancels and releases any and all security interests that it has in, to and under the Patent, Trademark and Copyright Collateral.

2. Authorization to Record. The Administrative Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Release.

3. Further Assurances. The Administrative Agent shall take all further actions, and provide to the Pledgor, its successors, assigns or other legal representatives all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgor to more fully and effectively effectuate the purposes of this Release, at the Pledgor's sole cost and expense.

4. Governing Law. This Release shall be governed by, construed and enforced in accordance with the internal laws of the State of New York, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patent, Trademark or Copyright Collateral are governed by the law of a jurisdiction other than the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release of Security Interest in Patents, Trademarks and Copyrights to be executed by its officer or agent thereunto duly authorized, as of the date first above written with the intent that it constitutes a sealed instrument.

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: Doug Wood

Name: Doug Wood

Title: Regional President

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND
COPYRIGHTS**

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Jurisdiction	Status
GREEN THUMB	76/632336	2/28/2005	3075371	4/4/2006	True Value Company	United States	Registered