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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM499619

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		11/14/2018	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Turf Care Supply Corp.
Street Address:	50 Pearl Road
Internal Address:	Suite 200
City:	Brunswick
State/Country:	OHIO
Postal Code:	44212
Entity Type:	Corporation: DELAWARE
Name:	WMJ Holding Corporation
Street Address:	2711 Centerville Road
Internal Address:	Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3369481	TCS GROWSTAR
Registration Number:	5018969	TCS ICE FLOW
Registration Number:	4994345	TCS AMPXC
Registration Number:	4614952	ALL N
Registration Number:	4756559	TCS GROWST*R
Registration Number:	3354046	TCS ICEFLOW

CORRESPONDENCE DATA

Fax Number: 4125621041

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.

TRADEMARK REEL: 006489 FRAME: 0086

900475470

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

ATTORNEY DOCKET NUMBER:	0011046-301441
NAME OF SUBMITTER:	Michael L. Dever
SIGNATURE:	/Michael L. Dever/
DATE SIGNED:	11/27/2018

Total Attachments: 3

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> TRADEMARK REEL: 006489 FRAME: 0087

RELEASE OF PATENT, TRADEMARK AND COPYRIGHT SECURITY INTEREST

This Release of Patent, Trademark and Copyright Security Interest ("Release") is made effective as of November 14, 2018, by PNC BANK, NATIONAL ASSOCIATION in its capacity as Agent for the Lenders (the "Administrative Agent"), to TURF CARE SUPPLY CORP., a Delaware corporation, and WMJ HOLDING CORPORATION, a Delaware corporation (collectively, the "Pledgors"), as follows:

WHEREAS, pursuant to that certain Amended And Restated Patent, Trademark And Copyright Security Agreement dated as of October 1, 2102, the Pledgors granted to the Administrative Agent a security interest in intellectual property as security for loans and other obligations;

WHEREAS, the Amended And Restated Patent, Trademark And Copyright Security Agreement was recorded in the United States Patent and Trademark Office on October 9, 2012, at Reel 029094 / Frame 0370 (Patents) and at Reel 4876 / Frame 0165 (Trademarks);

WHEREAS, pursuant to that certain Amended And Restated Patent, Trademark And Copyright Security Agreement dated as of June 30, 2015, the Pledgors granted to the Administrative Agent a security interest in intellectual property as security for loans and other obligations;

WHEREAS, the Amended And Restated Patent, Trademark And Copyright Security Agreement was recorded in the United States Patent and Trademark Office on August 24, 2015, at Reel 5606 / Frame 0602 (Trademarks);

WHEREAS, that Amended And Restated Patent, Trademark And Copyright Security Agreement was amended by a certain First Amendment To Amended And Restated Patent, Trademark And Copyright Security Agreement dated as of February 19, 2016;

WHEREAS, that First Amendment To Amended And Restated Patent, Trademark And Copyright Security Agreement was amended by a certain Second Amendment To Amended And Restated Patent, Trademark And Copyright Security Agreement dated as of September 6, 2016;

WHEREAS, that Second Amendment To Amended And Restated Patent, Trademark And Copyright Security Agreement was amended by a certain Third Amendment To Amended And Restated Revolving Credit And Security Agreement dated as of November 21, 2016;

WHEREAS, that Third Amendment To Amended And Restated Revolving Credit And Security Agreement was amended by a certain Fourth Amendment To Amended And Restated Revolving Credit And Security Agreement dated as of August 10, 2017, pursuant to which the Pledgors granted to the Administrative Agent a security interest in intellectual property as security for loans and other obligations;

WHEREAS, the Fourth Amendment To Amended And Restated Revolving Credit And Security Agreement was recorded in the United States Patent and Trademark Office on September 20, 2017, at Reel 6157 / Frame 0325 (Trademarks);

WHEREAS, pursuant to the Amended And Restated Patent, Trademark And Copyright Security Agreement and other documents identified above ("Other Documents"), the Pledgors granted to the Administrative Agent a security interest in the entire right, title and interest of the Pledgors in and to all of the Pledgors' Patents, Trademarks and Copyrights (as such term is defined in

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the Amended And Restated Patent, Trademark And Copyright Security Agreement and Other Documents) including the trademarks and patent set forth in Schedule A hereto;

WHEREAS, the Administrative Agent wishes to release its security interest in all of Pledgors' Patents, Trademarks and Copyrights.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

- 1. Release. The Administrative Agent hereby, without warranty as to status of title or priority of the encumbrances being hereby released, releases, discharges, terminates and cancels all right, title and interest in and to all Patents, Trademarks and Copyrights of Pledgors, including, without limitation, any security interest it may have in such Patents, Trademarks and Copyrights and the goodwill of the business connected with the use of, and symbolized by, such Patents, Trademarks and Copyrights, and retransfers and reassigns any and all right, title, and interest it may have in the foregoing without recourse solely as to the Pledgors.
- 2. <u>Termination</u>. The Administrative Agent, without any recourse, statement, representation and warranty, promise or undertaking whatsoever, hereby terminates and cancels the Amended And Restated Patent, Trademark And Copyright Security Agreement.
- Agent hereby agrees to perform all other and further acts, and provide to the Pledgors and their 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 Pledgors to retransfer and reassign any and all right, title and interest it may have in the above-referenced Patents, Trademarks and Copyrights without recourse to the Pledgors.

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized officer.

PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent for the Lenders

By:

Name: Douglas A. Hoffman

Title: Vice President

SCHEDULE A TO RELEASE OF PATENT, TRADEMARK AND COPYRIGHT SECURITY INTEREST

United States Registered Trademarks

Mark	Reg. No.	Filing Date	Reg. Date
TCS GROWSTAR	3,369,481	09/06/2006	01/15/2008
TCS ICE FLOW	5,018,969	06/16/2015	08/09/2016
TCS AMPXC	4,994,345	04/01/2015	07/05/2016
ALL N	4,614,952	08/06/2013	09/30/2014
TCS GROWST*R	4,756,559	07/08/2013	09/16/2015
TCS ICEFLOW	3,354,046	03/31/2006	12/11/2007

United States Patents

Title	Pat. No.	Issue Date
PESTICIDE COMPOSITIONS	5,750,130	05/12/1998

4826-7493-8234, v. 2

RECORDED: 11/27/2018

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