

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM634108

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UBS AG, Stamford Branch		03/23/2021	Bank: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	100 South Dearborn, Floor L2		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3845246	REDZONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2123186532		
<b>Email:</b>	alanagramer@paulhastings.com		
<b>Correspondent Name:</b>	Alana Gramer		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 2:</b>	Paul Hastings LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	Alana Gramer		
<b>SIGNATURE:</b>	/s/ Alana Gramer		
<b>DATE SIGNED:</b>	03/24/2021		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT**

This **TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT** (this "Agreement") is entered into as of March 23, 2021, by and between **UBS AG, STAMFORD BRANCH**, in its capacity as the resigning administrative agent (the "Resigning Agent") and **JPMORGAN CHASE BANK, N.A.**, in its capacity as the successor administrative agent ("Successor Agent").

**WHEREAS**, Resigning Agent is a party to that certain Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks (the "Trademark Security Agreement"; terms capitalized but not defined herein shall have the meaning assigned to such term therein) entered into as of December 23, 2013 with SiteOne Landscape Supply, LLC (f/k/a John Deere Landscapes LLC) (the "Grantor"), and such Trademark Security Agreement is recorded at Reel/Frame: 5181/0171;

**WHEREAS**, pursuant to the Trademark Security Agreement, Resigning Agent was granted, for the benefit of the Lenders, a security interest in the Grantors' Trademarks (as defined in the Security Agreement), including the trademarks listed on Schedule A attached hereto;

**WHEREAS**, pursuant to that certain Fifth Amendment to the Amended and Restated Credit Agreement, dated of even date herewith, Resigning Agent is resigning as Agent and Successor Agent is being appointed as Agent; and

**WHEREAS**, Resigning Agent desires to assign its rights under the Trademark Security Agreement to Successor Agent.

**IN CONSIDERATION** of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

**Assignment**

(a) Resigning Agent hereby irrevocably assigns and delegates to Successor Agent all of the rights, benefits, authority, powers, and duties of Resigning Agent under the Trademark Security Agreement, including Resigning Agent's security interest in the Grantor's Trademarks.

(b) Successor Agent shall succeed to the rights, benefits, authority, powers and duties of the Resigning Agent under the Trademark Security Agreement as if it were the original administrative agent thereunder, and the rights, benefits, powers and duties of the Resigning Agent under the Trademark Security Agreement shall be terminated.

**Miscellaneous**

(a) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(b) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

**(c) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**


(d) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(e) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

**UBS AG, STAMFORD BRANCH,**  
in its capacity as the Resigning Agent

By:   
\_\_\_\_\_  
Name: Anthony Joseph  
Title: Associate Director

By:   
\_\_\_\_\_  
Name: Hussem Daly  
Title: Director

**JPMORGAN CHASE BANK, N.A.,**  
in its capacity as the Successor Agent

By:   
Name: Philip VanFossan  
Title: Executive Director

**SCHEDULE A**

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
REDZONE	77946969	3/1/2010	3845246	9/7/2010