

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867883

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pioneer Landscape Centers, Inc.		12/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	100 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5063111	PIONEER	
Registration Number:	5063109	PIONEER	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Marta Poplawski, Esq.		
Address Line 1:	66 Hudson Boulevard		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10001		
NAME OF SUBMITTER:	Marta Poplawski		
SIGNATURE:	/Marta Poplawski/		
DATE SIGNED:	01/12/2024		
Total Attachments: 5			
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TERM LOAN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), effective as of December 29, 2023, made by PIONEER LANDSCAPE CENTERS, INC., a Delaware limited liability company, having a principal place of business at 300 Colonial Center Parkway, Suite 600, Roswell, Georgia 30076 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association having a principal place of business at 100 South Dearborn Street, Chicago, IL 60603, as administrative agent and collateral agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Second Amended and Restated Term Loan Credit Agreement, dated as of March 23, 2021 (as amended, restated, supplemented, waived or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among SITEONE LANDSCAPE SUPPLY HOLDING, LLC, a Delaware limited liability company (the "Parent Borrower"), SiteOne Landscape Supply, LLC, a Delaware limited liability company (the "OpCo Borrower"), and, together with the Parent Borrower, the "Borrowers"), the Agent, and the other parties from time to time party thereto.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to, amongst other things, make extensions of credit to the Borrowers, the proceeds of which will be used in part to enable the Borrowers to make valuable transfers to one or more of the other Granting Parties in connection with the operation of their respective businesses; and

WHEREAS, in connection with the Credit Agreement, the Borrowers executed and delivered a Term Loan Guarantee and Collateral Agreement, dated as of December 23, 2013, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers and the Subsidiary Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION I. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons that would otherwise be included in the Security Collateral for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark Licenses (in each case, except to the extent that, pursuant to the Code and any other applicable law, the granting of security interests therein can be made without resulting in a breach, default or termination thereof).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall prevail.

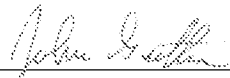
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PIONEER LANDSCAPE CENTERS, INC.

By: 

Name: John Guthrie

Title: Executive Vice President, Chief Financial
Officer, Treasurer and Secretary

**JPMORGAN CHASE BANK, N.A.,
as Agent**

By: *Ryan P Viaclovsky*
Name: Ryan P Viaclovsky
Title: Authorized Officer

[SIGNATURE PAGE TO TERM LOAN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (PIONEER
LANDSCAPE CENTERS, INC.)]

**TRADEMARK
REEL: 008315 FRAME: 0489**

SCHEDULE I

Trademark Registrations

TRADEMARK	SERIAL/ REG. NUMBER
PIONEER LANDSCAPE CENTERS, INC.	5063111
PIONEER LANDSCAPE CENTERS, INC.	5063109