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To the Honorable Commissioner of Patent

102500873

Send original documents or copy thereof.

Name of conveying party(ies):

U.S. Lawns, Inc.

7-14-03

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State FL

Other

Additional name(s) of conveying party(ies) attached? Yes No

Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: June 30, 2003

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal Address: Suite 200

Street Address: 350 S. Beverly Drive

City: Beverly Hills State: CA ZIP: 90212

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Del

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,596,756

Additional numbers attached? Yes No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

07/17/2003 ECOOPER 00000027 1596756

DO NOT USE THIS SPACE

01 FC:8521 40.00 DP
Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

REEL: 002780 FRAME: 0837

OFFICE OF PUBLIC RECORDS
2003 JUL 16 AM 7:36
FINANCE SECTION

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2003, by U.S. Lawns, Inc., a Florida corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of June 30, 2003 by and among Grantor, ValleyCrest Companies ("Borrower"), the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers.

WHEREAS, Agent and Lenders are willing to continue to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

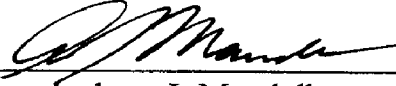
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

U.S. LAWN, INC.

By: 
Name: Andrew J. Mandell
Title: VP and Secretary-Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Name: _____
Title: Duly Authorized Signatory

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

U.S. LAWNS, INC.

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: TAS
Name: Todd Geowski
Title: Duly Authorized Signatory

Signature Page to Trademark
Security Agreement

TRADEMARK
REEL: 002780 FRAME: 0841

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

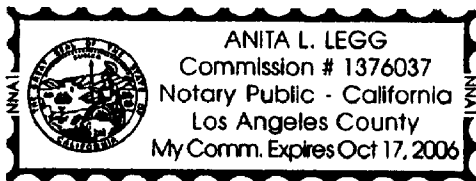
State of California

County of Los Angeles

On June 26, 2003 before me, Anita L. Legg, Notary Public,
Date Name and Title

Personally appeared Andrew J. Mandell,
Name(s) of Signer(s)

personally known to me -- OR -- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Anita L. Legg
Signature of Notary

OPTIONAL

Description of Attached Document

Title or Type of Document: Trademark Security Agreement (USL)

Document Date: _____ Number of Pages _____

Signer(s) Other Than Named Above: General Electric Capital Corporation

Capacity(ies) Claimed by Signer(s)

Signer's Name: Andrew J. Mandell

Individual

Corporate Officer

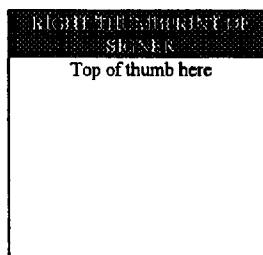
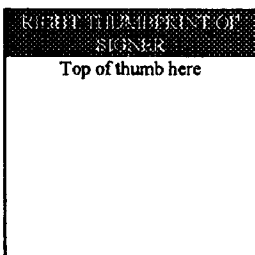
Title(s): VP and Secretary-Treasurer

Signer's Name: _____

Individual

Corporate Officer

Title(s): _____



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

	MARK	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
①	Miscellaneous Design (Star Logo)	1,596,756	5/15/90	Registered
State	U.S. Lawns, Inc. and Design (Star Logo) (Florida state mark)	T07963	9/16/87	Registered
state	U.S. Lawns, Inc. and Design (Star Logo) (Massachusetts state mark)	51,231	5/16/95	Renewed
State	U.S. Lawns, Inc. and Design (Star Logo) (Texas state mark)	54,597	6/26/95	Registered
State	U.S. Lawns, Inc. and Design (Star Logo) (Colorado state mark)	50,582	4/13/95	Registered

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.