

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0351-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

MRP Acqulstion LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) DE

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) December 22, 2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Citizens Bank of Massachusetts

Internal

Address: \_\_\_\_\_

Street Address: 28 State Street

City: Boston

State: MA

Country: US Zip: 02109

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_

Other Bank Citizenship MA  
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)

**4. Application number(s) or registration number(s) and Identification or description of the Trademark.**

A. Trademark Application No.(s)  
78/329512; 78/695689; 78/695673; 78/710094;  
78/695662; 78/738166

B. Trademark Registration No.(s)  
2984352; 2982947; 3014228

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Christopher E. Kondracki

Internal Address: \_\_\_\_\_

Street Address: 2001 Jefferson Davis Hwy.  
Suite 1007

City: Arlington

State: VA Zip: 22202

Phone Number: 703-415-1555

Fax Number: 703-415-1557

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

9

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 19-3545

Authorized User Name Christopher E. Kondracki

**9. Signature:**



Christopher E. Kondracki  
Name of Person Signing

2/28/06  
Date

Total number of pages (including cover sheet, attachments, and document): 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CIH \$240.00 193545 78329512

### THIRD AMENDMENT TO CONDITIONAL ASSIGNMENT OF TRADEMARKS AND NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This Third Amendment to Conditional Assignment of Trademarks and Notice of Grant of Security Interest in Trademarks (the "Amendment") is made as of the 22<sup>nd</sup> day of December, 2005 by and between MRP ACQUISITION LLC, a Delaware limited liability company (the "Borrower") and CITIZENS BANK OF MASSACHUSETTS, a Massachusetts bank having an address at 28 State Street, Boston, Massachusetts 02109 (as successor in interest to State Street Bank and Trust Company ("SSB")) (the "Bank").

#### WITNESSETH:

WHEREAS, the Borrower and SSB entered into a certain Revolving Credit Agreement dated as of December 15, 1998 (as amended and in effect, the "Original Loan Agreement");

WHEREAS, SSB assigned to the Bank all of SSB's right, title and interest in and to such Original Loan Agreement together with each other document, instrument and agreement executed and delivered in connection therewith;

WHEREAS, in connection with the Original Loan Agreement, the Borrower executed and delivered to SSB a certain Conditional Assignment of Trademarks and Notice of Grant of Security Interest in Trademarks dated as of December 15, 1998 (as amended from time to time, collectively, the "Security Agreement") and filed with the United States Trademark Office on December 29, 1998 in Reel 1833 Frame 368, pursuant to which the Borrower pledged, assigned and granted a security interest in favor of the SSB in certain Trademarks (as defined therein);

WHEREAS, SSB has assigned all of its right, title and interest in and to the Security Agreement, and the obligations secured thereby, to the Bank pursuant to a certain Notice of Assignment of Notice of Grant of Security Interest in Trademarks dated October 1, 1999;

WHEREAS, the Borrower and the Bank are entering into a certain Amended and Restated Term Loan Credit Agreement of even date herewith (as amended, restated or otherwise modified from time to time, the "Loan Agreement"), pursuant to which, among other things, the Bank has agreed to amend and restate the Original Loan Agreement in its entirety to (i) increase the Commitment to \$8,000,000; (ii) advance funds (the "New Loan") to the Borrower in the amount equal to (A) \$8,000,000, less (B) the outstanding principal balance due under the Original Loan Agreement on the Closing Date (the "Existing Loan", and collectively with the New Loan, the "Loan"), and (iii) convert the revolving facility under the Existing Credit Agreement into a term loan; and

WHEREAS, in connection with the Loan Agreement, the Bank requires, among other things, that the Borrower execute and deliver to the Bank this Amendment to amend certain provisions of the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Security Agreement, as amended hereby.
2. Amendments to Security Agreement. The Security Agreement is hereby amended as follows:
  - a. Any and all references therein to the term "Bank" shall mean and refer to Citizens Bank of Massachusetts.
  - b. Any and all references therein to the term "Loans" shall mean and refer to the Loan under, and as defined in, the Loan Agreement in the principal amount of Eight Million Dollars (\$8,000,000.00).
  - c. Any and all references therein to the term "Note" shall mean the Borrower's Amended and Restated Term Note of even date in favor of the Bank in the principal amount of Eight Million Dollars (\$8,000,000.00), together with any and all extensions, amendments, replacements, modifications, or renewals thereof.
  - d. Exhibit A to the Security Agreement is hereby amended by adding thereto, the Trademarks set forth on Exhibit A, annexed hereto and incorporated herein by reference.
3. Ratification of Representations and Warranties. Except as set forth herein, the Borrower hereby restates and reaffirms as of the Closing Date (as defined in the Loan Agreement) all of the covenants, representations and warranties set forth in the Security Agreement except that for the purposes of such restated representations and warranties, all references hereto to the "Loan Agreement" shall be deemed to refer to the Loan Agreement, and any future modifications or amendments.
4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts without regard to conflicts of laws provisions thereof.
5. Counterparts; Successors and Assigns. This Amendment may be executed in any number of counterparts, which shall together constitute an entire original agreement, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[The balance of this page left intentionally blank; signature page to follows.]

IN WITNESS WHEREOF, the parties have hereto have caused this Third Amendment to Conditional Assignment of Trademarks and Notice of Grant of Security Interest in Trademarks to be executed and their seals to be hereto affixed as of the date first above written.

"Borrower"

MRP ACQUISITION LLC

By: [Signature]

Name: James Kendrick

Title: President

"Bank"

CITIZENS BANK OF MASSACHUSETTS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereto have caused this Third Amendment to Conditional Assignment of Trademarks and Notice of Grant of Security Interest in Trademarks to be executed and their seals to be hereto affixed as of the date first above written.

"Borrower"

MRP ACQUISITION LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

"Bank"

CITIZENS BANK OF MASSACHUSETTS

By: Frank J. Grueter III

Name: FRANK J. GRUETER III

Title: SENIOR VICE PRESIDENT

**EXHIBIT A**

927441,3

**TRADEMARK**

**REEL: 003267 FRAME: 0195**

## EXHIBIT A

- 1) Trademark registration with the U.S. Patent and Trademark Office for the "Landscape Construction" logo:
  - (i) Registered August 9, 2005
  - (ii) Reg. No. 2,984,352
  - (iii) Ser. No. 78-329,552
  
- 2) Trademark registration with the U.S. Patent and Trademark Office for the "Growing" logo:
  - (i) Registered August 9, 2005
  - (ii) Reg. No. 2,982,947
  - (iii) Ser. No. 78-329,489
  
- 3) Trademark registration with the U.S. Patent and Trademark Office for the "Tree Services" logo:
  - (i) Registered November 8, 2005
  - (ii) Reg. No. 3,014,228
  - (iii) Serial No. 78-329,519
  
- 4) Trademark registration with the U.S. Patent and Trademark Office for the "Irrigation Contractor" logo:
  - (i) Filed November 18, 2003
  - (ii) Ser. No. 78-329,512
  - (iii) Abandoned on or about 9/29/2004
  
- 5) Trademark application for the mark TURF SOUTH:
  - (i) Filed August 19, 2005
  - (ii) Ser. No. 78-695,689
  - (iii) Pending
  
- 6) Trademark application for the mark TURF WEST:
  - (i) Filed August 19, 2005
  - (ii) Ser. No. 78-695,673
  - (iii) Pending

- 7) Trademark application for the mark TURF NORTH:
- (i) Filed September 9, 2005
  - (ii) Ser. No. 78-710,094
  - (iii) Pending
- 8) Trademark application for the mark TURF CENTRAL:
- (i) Filed August 19, 2005
  - (ii) Ser. No. 78-695,682
  - (iii) Pending
- 9) Trademark application with the U.S. Patent and Trademark Office for the "Farming" logo:
- (i) Filed October 21, 2005
  - (ii) Ser. No. 78-738,166
  - (iii) Pending