

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		10/04/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Lawns, Inc.		
Street Address:	2300 Maitland Center Parkway		
Internal Address:	Suite 302		
City:	Maitland		
State/Country:	FLORIDA		
Postal Code:	32751		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1596756		
CORRESPONDENCE DATA			
Fax Number:	(212)294-4700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 294 6700		
Email:	hshin@winston.com		
Correspondent Name:	Howard I. Shin		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	80034.264		
NAME OF SUBMITTER:	Howard I. Shin		
Signature:	/W&S/		

CH \$40.00 1596756

Date:

10/10/2006

Total Attachments: 2

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source=US LAWNS Release of Security Agreement#page2.tif

ASSIGNMENT AND RELEASE OF TRADEMARK SECURITY AGREEMENT

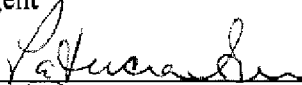
WHEREAS, pursuant to that certain Trademark Security Agreement dated as of June 30, 2003, by U.S. Lawns, Inc., a Florida corporation ("Grantor"), in favor of General Electric Capital Corporation, a Delaware corporation, in its capacity as agent (in such capacity, "Agent") for the lenders (collectively, "Lenders") under the Credit Agreement as defined therein, Grantor granted to Agent, for the benefit of Agent and Lenders, a security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral as defined therein, including all of Grantor's right, title and interest in, to and under the Trademarks and Trademark Licenses referred to on Schedule I thereto;

WHEREAS, Agent desires to release its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent does hereby release its security interest in the Trademark Collateral and reassigns to Grantor, without representation or warranty, express or implied, and without recourse, all right, title and interest of Agent in and to Grantor's interest in the Trademark Collateral.

Dated: October 4, 2006

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name: Patricia Green

Duly Authorized Signatory

ACKNOWLEDGMENT

State of Calif.

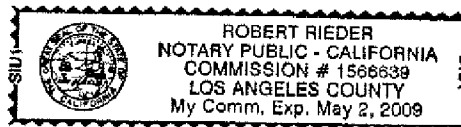
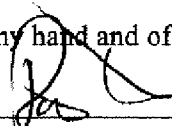
County of Los Angeles

On Oct 4, 2006, before me, Robert Rieder Notary, personally appeared
(here insert name and title of the officer)

Patricia Green, ~~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.

Signature _____



(Seal)