

12/12/06

12-15-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/20)



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

103349939

706 DEC 12 AM 11:12

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):

ValleyCrest Companies

- Individual(s)
- General Partnership
- Corporation- State: Florida
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: UBS AG, Stamford Branch, as Second Lien Collateral Agent

Internal

Address: _____

Street Address: 677 Washington Blvd.

City: Stamford

State: Connecticut

Country: USA Zip: 06901

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

signee is not domiciled in the United States, a domestic representative designation is attached: Yes No
designations must be a separate document from assignment)

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

Execution Date(s) 10/04/2006

Corrective filing of reel/frame 003430-0330 recorded on 10-12-06 to correct Assignee name to read

UBS AG, Stamford Branch, as Second Lien Collateral Agent

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

A. Trademark Application No.(s)

78/951857 (additional on attached reel/frame 003430/0330)

B. Trademark Registration No.(s)

(see attached reel/frame 003430/0330)

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: Deborah Taylor

Internal Address: c/o Latham & Watkins LLP

Street Address: 633 West Fifth Street, Suite 4000

City: Los Angeles

State: CA Zip: 90071

Phone Number: 213-485-1234

Fax Number: 213-891-8763

Email Address: deborah.taylor@lw.com

6. Total number of applications and registrations involved:

40

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1015.00

- 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 _____
Authorized User Name _____

9. Signature:

Deborah Taylor
Signature

12-11-06

Date

12/14/2006 DBYRNE 00000169 78951857

01 FC:8521
02 FC:8522

40.00 DP
975.00 DP
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK
REEL: 003457 FRAME: 0898

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS


MARKS/SERIAL NUMBERS TO FILE



78/951857
78/951853 ✓
78/964081 ✓
78/964132 ✓
76/437394 ✓
76/437386 ✓
76/437380 ✓✓
76/437398 ✓
76/437399 ✓
76/437390 ✓
76/437388 ✓
2,266,628 ✓
2,329,809 ✓
2,329,949 ✓
2,422,854 ✓
2,389,086 ✓
2,264,654 ✓
2,453,215 ✓
2,365,137 ✓
2,891,663 ✓
2,889,773 ✓
76/437395 ✓
2,977,025 ✓
2,942,535 ✓
2,891,662 ✓
2,266,591 ✓
2,830,622 ✓
2,821,662 ✓
2,830,621 ✓
76/437378 ✓
2,897,023 ✓
2,889,772 ✓
2,889,771 ✓
2,282,997 ✓
2,887,156 ✓
2,889,770 ✓
2,889,769 ✓
2,997,238 ✓
3,123,946 ✓
2,352,217 ✓








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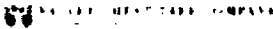

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

TRADEMARK REGISTRATIONS AND APPLICATIONS





Owner	Mark	Registration Number/ Serial Number	Registration/ Application Date	Status
ValleyCrest Companies 24074-00422	JamesHyatt Studio ValleyCrest Design Group	78/951,857	August 14, 2006	Pending
ValleyCrest Companies 24074-00423	SiteWorks Studio ValleyCrest Design Group	78/951,853	August 14, 2006	Pending
ValleyCrest Companies 24074-00424	Comstock Studio ValleyCrest Design Group	78/964,081	August 30, 2006	Pending
ValleyCrest Companies 24074-00000	VALLEYCREST DESIGN GROUP	78/964,132	August 30, 2006	Pending
ValleyCrest Companies 24074-00000	HRP STUDIO & Design	N/A	N/A	Not yet filed
ValleyCrest Companies 24074-00000	HOMESCAPES & Design	N/A	N/A	Not yet filed
ValleyCrest Companies 24074-00000	ESTATE GARDENS BY VALLEYCREST	N/A	N/A	Not yet filed.
ValleyCrest Companies 24074-00011	Miscellaneous Design (Plumeria) 	76/437,394	August 5, 2002	Published
ValleyCrest Companies 24074-00025	VALLEYCREST	76/437,386	August 5, 2002	Published
ValleyCrest Companies 24074-00017	THE WORKFORCE OF NATURE	76/437,380	August 5, 2002	Abandoned
ValleyCrest Companies 24074-00007	Miscellaneous Design (Plumeria)	76/437,398	August 5, 2002	Abandoned


Owner	Mark	Registration Number/ Serial Number	Registration/ Application Date	Status
				
ValleyCrest Companies 24074-00009	Miscellaneous Design (Plumeria) 	76/437,399	August 5, 2002	Published
ValleyCrest Companies 24074-00030	VALLEYCREST	76/437,390	August 5, 2002	Abandoned
ValleyCrest Companies 24074-00022	VALLEYCREST	76/437,388	August 5, 2002	Abandoned
ValleyCrest Companies 24074-00040	A PASSION FOR PERFECTION	2,266,628	August 3, 1999	Abandoned
ValleyCrest Companies 24074-00046	BREAKING NEW GROUND	2,329,809	March 14, 2000	Registered
ValleyCrest Companies 24074-00045	CARE FOR IT	2,329,949	March 14, 2000	Abandoned
ValleyCrest Companies	CARE FOR IT	83,463	November 14, 1986,	Registered
ValleyCrest Companies 24074-00041	ECT	2,422,854	January 23, 2001	Registered
ValleyCrest Companies 24074-00042	ENVIRONMENTAL CARE	2,389,086	September 26, 2000	Registered
ValleyCrest Companies 24074-00044	EXPERIENCE IN PLAY	2,264,654	July 27, 1999	Abandoned
Valley Crest Companies 24074-00048	HOLIDAY WORKS	2,453,215	May 22, 2001	Registered
ValleyCrest Companies 24074-00039	NATURAL ENGINEERING	2,365,137	July 4, 2000	Registered
ValleyCrest Companies 24074-00008	Miscellaneous Design (Plumeria)	2,891,663	October 5, 2004	Registered


Owner	Mark	Registration Number/ Serial Number	Registration/ Application Date	Status
				
ValleyCrest Companies 24074-00010	Miscellaneous Design (Plumeria) 	2,889,773	September 28, 2004	Registered
ValleyCrest Companies 24074-00029	Miscellaneous Design (Plumeria) 	76/437,395	February 7, 2006	Registered
ValleyCrest Companies 24074-00012	Miscellaneous Design (Plumeria) 	2,977,025 76/437,393	July 26, 2005 August 5, 2002	Registered
ValleyCrest Companies 24074-00013	Miscellaneous Design (Plumeria) 	2,942,535	April 19, 2005	Registered
ValleyCrest Companies 24074-00014	Miscellaneous Design (Plumeria) 	2,891,662	October 5, 2004	Registered
ValleyCrest Companies 24074-00043	Plumeria Logo (Design Only) 	2,266,591	August 3, 1999	Registered
ValleyCrest Companies 24074-00015	THE WORKFORCE OF NATURE	2,830,622	April 6, 2004	Registered
ValleyCrest Companies 24074-00018	THE WORKFORCE OF NATURE	2,821,662	March 9, 2004	Registered
ValleyCrest	THE WORKFORCE OF	2,830,621	April 6, 2004	Registered


Owner	Mark	Registration Number/ Serial Number	Registration/ Application Date	Status
Companies 24074-00019	NATURE	76/437,378	August 5, 2002	
ValleyCrest Companies 24074-00063	Tree Logo 	2,897,023	October 26, 2004	Registered
U.S. Lawns, Inc.	U.S. LAWNS, Inc. and Design (Star Logo)	T07963	September 16, 1987	Registered
ValleyCrest Companies 24074-00021	VALLEYCREST	2,889,772	September 28, 2004	Registered
ValleyCrest Companies 24074-00023	VALLEYCREST	2,889,771	September 28, 2004	Registered
ValleyCrest Companies 24074-00024	VALLEYCREST	2,282,997	October 5, 1999	Registered
ValleyCrest Companies 24074-00026	VALLEYCREST	2,887,156	September 21, 2004	Registered
ValleyCrest Companies 24074-00027	VALLEYCREST	2,889,770	September 28, 2004	Registered
ValleyCrest Companies 24074-00028	VALLEYCREST	2,889,769	September 28, 2004	Registered
ValleyCrest Companies 24074-00068	VALLEY CREST TREE COMPANY THE TREE GROWING & TREE MOVING COMPANY and Design 	2,997,238	September 20, 2005	Registered
ValleyCrest Tree Co.	GROWING THOUGHTS	82,883	October 2, 1986	Registered
ValleyCrest Companies 24074-00016	THE WORKFORCE OF NATURE	3123946	August 1, 2006	Registered
ValleyCrest Companies 24074-00405	SITE WORKS (Stylized) 	2352217	May 23, 2000	Registered
ValleyCrest Landscape Development, Inc. (California) 242093	VALLEY CREST LANDSCAPE, INC. DBA ENVIRONMENTAL GOLF	27600250	November 30, 1994	Registered (Louisiana Registry)
ValleyCrest Landscape Development, Inc. (California) 242093	ENVIRONMENTAL GOLF	1486579	N/A	Registered (Nebraska Registry - Expired)
ValleyCrest Landscape Development, Inc. (California)	VALLEY CREST	1547431	May 8, 1997	Registered (Nebraska Registry)

Owner	Mark	Registration Number/ Serial Number	Registration/ Application Date	Status
242093				
ValleyCrest Landscape Development, Inc. (California) 242093	ENVIRONMENTAL GOLF	247728	December 19, 1995	Registered (New Hampshire Registry)
ValleyCrest Landscape Development, Inc. (California) 242093	VALLEY CREST	274330	June 5, 1997 June 5, 2002	Registered (New Hampshire Registry)
ValleyCrest Landscape Development, Inc. (California) 242093	SCHUMACHER	402752	N/A	Registered (New Mexico Registry)

Owner	Mark	Class	Application Number Registration Number	Comments
U.S. Lawns, Inc.	Star Logo 	35	73/790,561 1,596,756	Transferred and registered
U.S. Lawns, Inc.	Star Logo 	35	76/565,392	Transferred Abandoned
U.S. Lawns, Inc.	Star Logo 	37	76/565,394 2,937,423	Transferred and registered
U.S. Lawns, Inc.	Star Logo 	44	76/565,393 2,904,606	Transferred and registered
U.S. Lawns, Inc.	U.S. LAWNS, Inc. and Design (Star Logo)	35 and 37 - Franchising of landscape maintenance services	54,597 Registered June 26, 1995 Expiration June 26, 2005	Texas registration


Owner	Mark	Class	Application Number Registration Number	Comments
U.S. Lawns, Inc.	U.S. LAWNS, Inc. and Design (Star Logo)	42 - Landscape and gardening services	50582 Registered April 13, 1995 Expiration April 13, 2005	Registration (Colorado)
U.S. Lawns, Inc.		35 - Franchising services, namely, offering technical assistance in the establishment and/or operation of landscape gardening services	76/417,767 2,718,997	Registered
U.S. Lawns, Inc.	U.S. LAWNS & Design (Star Logo)	37 and 42 -	51231 Registered May 16, 1995	Massachusetts registration Renewed January 25, 2005
U.S. Lawns, Inc.	U.S. LAWNS, Inc. & Design	42 - (Scientific, technological, and legal services)	199,553,409 Registered April 12, 1995	Maryland registration Renewed January 25, 2005
U.S. Lawns, Inc.	NATIONAL STRENGTH, LOCAL COMMITMENT	35 - Franchising services, namely, offering technical assistance in the establishment and/or operation of landscape gardening services 37 - Installation and maintenance of commercial, industrial and residential exterior landscapes, gardens, lawns, seasonal color, sports turf, athletic fields, streetscapes, waterscapes, parks, interiorscapes, and themed interiorscapes; installation and maintenance of landscape irrigation systems; pest control services	78/716,197 Pending	Federal Application filed on September 20, 2005

Owner	Mark	Class	Application Number Registration Number	Comments
U.S. Lawns, Inc.	U.S. LAWNS	<p>35 - Franchising services, namely offering technical assistance in the establishment and/or operation of landscape gardening services</p> <p>37 - Installation and maintenance of commercial, industrial and residential exterior landscapes, gardens, lawns, seasonal color, sports turf, athletic fields, streetscapes, waterscapes, parks, interiorscapes, and themed interiorscapes, installation and maintenance of landscape irrigation systems, pest control services</p>	76/603,329 3,047,863	Registered January 24, 2006
U.S. Lawns, Inc.	<p>U.S. LAWNS & Design (Star Logo)</p> 	<p>35 - Franchising services, namely offering technical assistance in the establishment and/or operation of landscape gardening services</p> <p>37 - Installation and maintenance of landscape irrigation systems; pest control services</p> <p>44 - Installation and maintenance of commercial, industrial and residential exterior landscapes, gardens, lawns, sports turf, athletic fields, garden tree and shrub planting to provide seasonal color, landscape design featuring street plantings, water gardens, interior plantings and themed interior plantings; installation and maintenance of lawns in parks.</p>	76/602,748 Pending - Published on July 18, 2006	Federal Application filed on July 19, 2004
U.S. Lawns, Inc.	U.S.LAWN	42 - Lawn care and landscaping services	74/617,185 1,980,654	Registered June 18, 1996 Renewed on August 8, 2006

Owner	Mark	Class	Application Number Registration Number	Comments
U.S. Lawns, Inc.	US-LAWN & Design 	42 - Land care and landscaping services	73/590,232 1,476,402	Registered February 9, 1988
ValleyCrest Landscape Development, Inc. (California)	VALLEY CREST	37 Landscape construction, site development, irrigation construction	TN97062406 Registered June 24, 1997	Registered (New Mexico)
ValleyCrest Landscape Development, Inc. (California)	VALLEY CREST LANDSCAPE, INC. DBA ENVIRONMENTAL GOLF	36 - Business that markets and sells golf course construction services	TN95092512 Registered September 25, 1995 Expired September 25, 2005	Registered (New Mexico)

OCT 12 2006

RECORD
TRADEMARK
103324696

10/20-2006


101205

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):

ValleyCrest Companies

- Individual(s)
- General Partnership
- Corporation- State: California
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 10/04/2006

- Assignment
- Security Agreement
- Other Trademark Security Agreement (Second Lien)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Goldman Sachs Credit Partners L.P., as Second Lien Collateral Agent

Internal

Address: _____

Street Address: 85 Broad Street

City: New York

State: NY

Country: USA Zip: 10004

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
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)

78/951857

B. Trademark Registration No.(s)

(see attached)

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: Deborah Taylor

Internal Address: c/o Latham & Watkins LLP

Street Address: 633 West Fifth Street, Suite 4000

City: Los Angeles

State: CA Zip: 900171

Phone Number: 213-485-1234

Fax Number: 213-891-8763

Email Address: deborah.taylor@lw.com

6. Total number of applications and registrations involved:

40

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1015.00

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

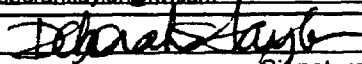
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

10-10-06

Date

Deborah Taylor

Name of Person Signing

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

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

10/20/2006 11:04:11
01 FC 1031
02 FC 1032

**TRADEMARK SECURITY AGREEMENT
(SECOND LIEN)**

Trademark Security Agreement, dated as of October 4, 2006 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement"), between each of VALLEY CREST TREE COMPANY, a California corporation, U. S. LAWNS, INC., a Florida corporation and VALLEYCREST COMPANIES, a California corporation (collectively, "Grantors") and UBS AG, STAMFORD BRANCH, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

W I T N E S S E T H:

Whereas, Grantors are party to a Pledge and Security Agreement (Second Lien) dated as of October 4, 2006 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties a security interest in all of such 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) (i) the trademark and service mark registrations and applications referred to on Schedule I hereto (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable federal law), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill (collectively, "Trademarks"); and

(b) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.


SECTION 5. Applicable Law. This Trademark Security 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, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of 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.


[Remainder of page intentionally left blank]

In witness whereof, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VALLEY CREST TREE COMPANY
a California corporation

By: 
Name: Anthony Garruto
Title: Chief Financial Officer and
Secretary

U. S. LAWNS, INC.,
a Florida corporation

By: 
Name: Andrew J. Mandell
Title: Vice President, Secretary and
Treasurer

VALLEYCREST COMPANIES,
a California corporation

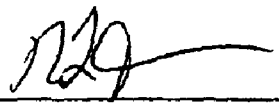
By: 
Name: Andrew J. Mandell
Title: Chief Financial Officer


Second Lien Trademark Security Agreement

TRADEMARK
REEL: 003457 FRAME: 0912

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Richard L. Tavrow
Title: Director

By: 
Name: Irja R. Oisa
Title: Associate Director

Second Lien Trademark Security Agreement

**TRADEMARK SECURITY AGREEMENT
(SECOND LIEN)**

Trademark Security Agreement, dated as of October 4, 2006 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement"), between each of VALLEY CREST TREE COMPANY, a California corporation, U. S. LAWNS, INC., a Florida corporation and VALLEYCREST COMPANIES, a California corporation (collectively, "Grantors") and UBS AG, STAMFORD BRANCH, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

W I T N E S S E T H:

Whereas, Grantors are party to a Pledge and Security Agreement (Second Lien) dated as of October 4, 2006 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties a security interest in all of such 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) (i) the trademark and service mark registrations and applications referred to on Schedule I hereto (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable federal law), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill (collectively, "Trademarks"); and

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SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.


SECTION 5. Applicable Law. This Trademark Security 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, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of 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.


[Remainder of page intentionally left blank]

In witness whereof, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VALLEY CREST TREE COMPANY
a California corporation

By: 
Name: Anthony Garruto
Title: Chief Financial Officer and
Secretary

U. S. LAWN, INC.,
a Florida corporation

By: 
Name: Andrew J. Mandell
Title: Vice President, Secretary and
Treasurer

VALLEYCREST COMPANIES,
a California corporation

By: 
Name: Andrew J. Mandell
Title: Chief Financial Officer

Second Lien Trademark Security Agreement

TRADEMARK
REEL: 003457 FRAME: 0916

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 

Name: Richard L. Tavrow
Title: Director

By: 

Name: Irja R. Oisa
Title: Associate Director

Second Lien Trademark Security Agreement

TRADEMARK
REEL: 003457 FRAME: 0917

In witness whereof, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VALLEY CREST TREE COMPANY
a California corporation

By: 

Name: Anthony Garruto
Title: Chief Financial Officer and
Secretary

U. S. LAWNS, INC.,
a Florida corporation

By: 

Name: Andrew J. Mandell
Title: Vice President, Secretary and
Treasurer

VALLEYCREST COMPANIES,
a California corporation

By: 

Name: Andrew J. Mandell
Title: Chief Financial Officer

Second Lien Trademark Security Agreement

TRADEMARK
REEL: 003457 FRAME: 0918

Accepted and Agreed:

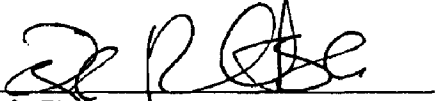
UBS AG, STAMFORD BRANCH,
as Collateral Agent



By: _____

Name: Richard L. Tavrow

Title: Director



By: _____

Name: Irja R. Otsa

Title: Associate Director

Second Lien Trademark Security Agreement

TRADEMARK
REEL: 003457 FRAME: 0919

MARKS/SERIAL NUMBERS TO FILE

78/951857
78/951853 ✓
78/964081 ✓
78/964132 ✓
76/437394 ✓
76/437386 ✓
76/437380 ✓
76/437398 ✓
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2,889,770 ✓
2,889,769 ✓
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3,123,946 ✓
2,352,217 ✓

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