

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lawn Doctor, Inc.		12/22/2011	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	222 W. Riverside Plaza		
Internal Address:	30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1000040	LAWN DOCTOR	
Registration Number:	1069578	LAWN DOCTOR	
Registration Number:	1126621		
Registration Number:	1129386	LAWN DOCTOR	
Registration Number:	1255836	TURF TAMER	
Registration Number:	3945828	WATERWAY FRIENDLY LAWN DOCTOR	
Serial Number:	85441672	PEST DOCTOR	
Registration Number:	2677572	IMPROVING THE QUALITY OF YOUR LAWN. AND YOUR LIFE.	
Registration Number:	2624915		
Registration Number:	2578458	KEEPING LAWNS HEALTHY FOR LIFE	
Registration Number:	2258012		
Registration Number:	2225502		

900210404

TRADEMARK  
 REEL: 004685 FRAME: 0274

OP \$365.00 1000040

Registration Number:	2462030	CORE
Registration Number:	3941720	YOUR LAWN YOUR CHOICE

# **CORRESPONDENCE DATA**

Fax Number: (412)288-3063  
Email: chughes@reedsmith.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Clay P. Hughes  
Address Line 1: 225 Fifth Ave.  
Address Line 2: Suite 1200  
Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:	CLAY (306384.00006)
NAME OF SUBMITTER:	Clay P. Hughes
Signature:	/Clay P. Hughes/
Date:	12/22/2011

Total Attachments: 5  
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GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, Lawn Doctor, Inc.**, a New Jersey corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to that certain Credit Agreement dated as of December 22, 2011 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") by and between Fifth Third Bank, an Ohio banking corporation, with a place of business located at 222 W. Riverside Plaza, 30th Floor, Chicago, IL 60606 ("**Lender**"), LD Merger Sub, Inc., a New Jersey corporation ("**Merger Sub**"), Lawn Doctor, Inc., a New Jersey corporation ("**Lawn Doctor**"); prior to the consummation of the Merger Transaction, Merger Sub shall be the "**Borrower**" and immediately following the consummation of the Merger Transaction, Lawn Doctor shall be the "**Borrower**"), LD Parent, Inc., a Delaware corporation, M & F Properties, Inc., a New Jersey corporation, and Lado Agency, Inc., a New Jersey corporation, Lender has made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of December 22, 2011 (such Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Lender and the other grantors named therein, Grantor has created in favor of Lender a security interest in, and Lender has become a secured creditor with respect to, the Trademark Collateral (as defined below);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Lender pursuant to the Security Agreement, Grantor hereby grants to Lender a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the

foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of the Grantor's rights or interests in or under the Excluded Collateral (as defined in the Security Agreement)

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral 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.

**[The remainder of this page is intentionally left blank.]**

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22<sup>nd</sup> day of December, 2011.

**Lawn Doctor, Inc.**, as Borrower under the Credit Agreement immediately following the consummation of the Merger Transaction





By: 




Name: Scott Frith

Title: President

**Signature Page to Grant of Trademark Security Interest**

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b>Mark</b>	<b>Application No./Registration No.</b>	<b>Filing/Registration Date</b>
LAWN DOCTOR	1,000,040	December 17, 1974
<b>Lawn*Doctor</b>	1,069,578	July 12, 1977
	1,126,621	November 6, 1979
	1,129,386	January 15, 1980
Turf Tamer	1,255,836	November 1, 1983
	3,945,828	April 12, 2011
PEST DOCTOR	85/441672	October 7, 2011
YOUR LAWN YOUR CHOICE	3,941,720	April 5, 2011
IMPROVING THE QUALITY OF YOUR LAWN. AND YOUR LIFE.	2,677,572	January 21, 2003
	2,624,915	September 24, 2002
KEEPING LAWNS HEALTHY FOR LIFE	2,578,458	June 11, 2002

Mark	Application No./Registration No.	Filing/Registration Date
	2,258,012	June 29, 1999
	2,225,502	February 23, 1999
	2,462,030	June 19, 2001