

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement (ABL)	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VALLEYCREST COMPANIES LLC		06/13/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
VALLEYCREST HOLDING CO.		06/13/2013	CORPORATION: DELAWARE
VALLEY CREST TREE COMPANY		06/13/2013	CORPORATION: CALIFORNIA
VALLEYCREST LANDSCAPE MAINTENANCE, INC.		06/13/2013	CORPORATION: ARIZONA
VALLEYCREST LANDSCAPE MAINTENANCE, INC.		06/13/2013	CORPORATION: COLORADO
VALLEYCREST LANDSCAPE MAINTENANCE, INC.		06/13/2013	CORPORATION: FLORIDA
VALLEYCREST LANDSCAPE MAINTENANCE, INC.		06/13/2013	CORPORATION: GEORGIA
VALLEYCREST LANDSCAPE MAINTENANCE, INC.		06/13/2013	CORPORATION: NEVADA
VALLEYCREST LANDSCAPE MAINTENANCE, INC.		06/13/2013	CORPORATION: TEXAS
WESTERN LANDSCAPE CONSTRUCTION		06/13/2013	CORPORATION: NEVADA
VALLEYCREST LANDSCAPE MAINTENANCE, INC.		06/13/2013	CORPORATION: CALIFORNIA
VALLEYCREST GOLF COURSE MAINTENANCE, INC.		06/13/2013	CORPORATION: CALIFORNIA
VALLEYCREST TREE CARE SERVICES, INC.		06/13/2013	CORPORATION: CALIFORNIA
E.I.I. HOLDING CO.		06/13/2013	CORPORATION: DELAWARE
ESTATE GARDENS BY VALLEYCREST, INC.		06/13/2013	CORPORATION: CALIFORNIA
U. S. LAWNS, INC.		06/13/2013	CORPORATION: FLORIDA
VALLEYCREST LANDSCAPE DEVELOPMENT, INC.		06/13/2013	CORPORATION: ARIZONA
VALLEYCREST LANDSCAPE DEVELOPMENT, INC.		06/13/2013	CORPORATION: COLORADO
VALLEYCREST LANDSCAPE DEVELOPMENT, INC.		06/13/2013	CORPORATION: CALIFORNIA

TRADEMARK

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Serial Number:	85685662	GPS TREETRACK
Registration Number:	3482932	ESTATE GARDENS BY VALLEYCREST
Registration Number:	3519607	PHIL GRAHAM STUDIO VALLEYCREST DESIGNGRO
Registration Number:	3428790	HRP STUDIO VALLEYCREST DESIGN GROUP
Registration Number:	2889773	
Registration Number:	3058025	
Registration Number:	3145823	
Registration Number:	2977025	
Registration Number:	2942535	
Registration Number:	2891662	
Registration Number:	2266591	
Registration Number:	3123946	THE WORKFORCE OF NATURE
Registration Number:	2821662	THE WORKFORCE OF NATURE
Registration Number:	2830621	THE WORKFORCE OF NATURE
Registration Number:	2897023	
Registration Number:	2927485	RAYMOW
Registration Number:	2889771	VALLEYCREST
Registration Number:	2282997	VALLEYCREST
Registration Number:	3162994	VALLEYCREST
Registration Number:	2887156	VALLEYCREST
Registration Number:	2889770	VALLEYCREST
Registration Number:	2997238	VALLEY CREST TREE COMPANY THE TREE GROWI
Registration Number:	2889769	VALLEYCREST
Registration Number:	3315620	VALLEYCREST HOMESCAPES
Registration Number:	3315603	ESTATE GARDENS BY VALLEYCREST

Registration Number:	3360996	COMSTOCK STUDIO VALLEYCREST DESIGNGROUP
Registration Number:	3358081	VALLEYCREST DESIGN GROUP
Registration Number:	3374411	JAMES HYATT STUDIO VALLEYCREST DESIGNGRO
Registration Number:	3390255	SITWORKS STUDIO VALLEYCREST DESIGN GROU
Registration Number:	3389638	STEP OUT TO YOUR WORLD
Registration Number:	3615616	PARINELLA STUDIO
Registration Number:	3619003	VALLEYCREST DESIGN GROUP PARINELLA STUDI
Registration Number:	1596756	
Registration Number:	2937423	
Registration Number:	2904609	
Registration Number:	2718997	
Registration Number:	3219575	NATIONAL STRENGTH, LOCAL COMMITMENT
Registration Number:	3047863	U.S. LAWNS
Registration Number:	3152508	U.S. LAWNS
Registration Number:	1980654	US LAWN
Registration Number:	1476402	US-LAWN

CORRESPONDENCE DATA

Fax Number: 2136270705
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 213.683.5698
Email: MinetteTayco@paulhastings.com
Correspondent Name: Minette M. Tayco, c/o Paul Hastings LLP
Address Line 1: 515 S. Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WF/VALLEYCREST:(77456.51)
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	06/18/2013

Total Attachments: 10

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**TRADEMARK SECURITY AGREEMENT
(ABL)**

This **TRADEMARK SECURITY AGREEMENT (ABL)**, dated as of June 13, 2013 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement"), by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Wells Fargo"), in its capacity as administrative agent for the Secured Parties (in such capacity, together with its permitted successors and permitted assigns in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, Grantors are party to a Pledge and Security Agreement (ABL) dated as of June 13, 2013 (the "Security Agreement"), by and among each of the Grantors, the other grantors party thereto, and the 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 Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent for the benefit of the Secured Parties to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title, and interest in and to the following, whether now owned, existing or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) (i) all of such Grantor's Trademarks and Trademark Licenses, including without limitation those referred to on Schedule I hereto (provided, that the Trademark Collateral shall not include any United States intent-to-use trademark 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 trademark applications under applicable federal law; provided further, that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1051(c) (or any successor provision) or a statement of use pursuant to 15. U.S.C. Section 1051(d) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral), (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, dilution, or other violation of any of the foregoing or for any injury to goodwill; 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 Agent for the Secured Parties pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the

Security Agreement shall control. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECTION 4. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent in accordance with the terms of the Security Agreement with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending **Schedule I** to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend **Schedule I** shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on **Schedule I**.

SECTION 5. Intercreditor Agreement. Notwithstanding anything to the contrary contained herein, Agent acknowledges that the Liens and security interest granted to Agent, for the benefit of the Secured Parties, and their respective permitted successors and assigns, pursuant to this Trademark Security Agreement, and the exercise of any right or remedy by Agent hereunder or with respect hereto, and certain rights of the parties hereto, 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.

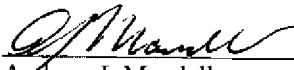
SECTION 6. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 11 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

SECTION 7. 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.

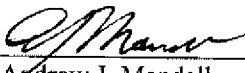
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


VALLEYCREST COMPANIES LLC,
a California limited liability company

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

VALLEYCREST HOLDING CO.,
a Delaware corporation

By: 
Name: Andrew J. Mandell
Title: Chief Financial Officer and Assistant Secretary

VALLEY CREST TREE COMPANY,
a California corporation

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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**VALLEYCREST LANDSCAPE
MAINTENANCE, INC.,**

an Arizona corporation

**VALLEYCREST LANDSCAPE
MAINTENANCE, INC.,**

a Colorado corporation

**VALLEYCREST LANDSCAPE
MAINTENANCE, INC.,**

a Florida corporation

**VALLEYCREST LANDSCAPE
MAINTENANCE, INC.,**

a Georgia corporation

**VALLEYCREST LANDSCAPE
MAINTENANCE, INC.,**

a Nevada corporation

**VALLEYCREST LANDSCAPE
MAINTENANCE, INC.,**

a Texas corporation

**WESTERN LANDSCAPE
CONSTRUCTION,**

a Nevada corporation

By: 

Name: Anthony Garruto

Title: Secretary and Treasurer

**VALLEYCREST LANDSCAPE
MAINTENANCE, INC.,**

a California corporation

**VALLEYCREST GOLF COURSE
MAINTENANCE, INC.,**

a California corporation

**VALLEYCREST TREE CARE SERVICES,
INC.,** a California corporation

By: 

Name: Anthony Garruto

Title: Chief Financial Officer and Secretary

E.I.I. HOLDING CO.,

a Delaware corporation

By: 

Name: Andrew J. Mandell


Title: Treasurer and Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


TRADEMARK

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**ESTATE GARDENS BY VALLEYCREST,
INC.,** a California corporation

By: 
Name: Andrew J. Mandell
Title: Chief Financial Officer and Assistant
Secretary


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

By: 
Name: Anthony Garruto
Title: Vice President, Assistant Secretary and
Assistant Treasurer

**VALLEYCREST LANDSCAPE
DEVELOPMENT, INC.,**
an Arizona corporation
**VALLEYCREST LANDSCAPE
DEVELOPMENT, INC.,**
a Colorado corporation

By: 
Name: Andrew J. Mandell
Title: Chief Executive Officer and Treasurer

**VALLEYCREST LANDSCAPE
DEVELOPMENT, INC.,**
a California corporation

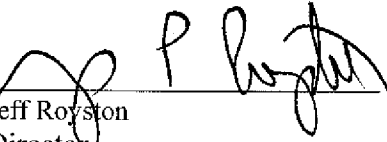
By: 
Name: Andrew J. Mandell
Title: Chief Executive Officer and Chief
Financial Officer

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: _____

Name: Jeff Royston
Title: Director









A handwritten signature in black ink, appearing to read "Jeff Royston", is written over a horizontal line. The signature is stylized and cursive.





[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

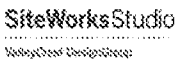







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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Owner</u>	<u>Mark</u>	<u>Reg. No./ Serial No.</u>	<u>Registration Date/ Application Date</u>	<u>Status</u>
ValleyCrest Companies LLC	GPS TREETRACK	85/685,662	July 24, 2012	Application
ValleyCrest Companies LLC	ESTATE GARDENS BY VALLEYCREST	3,482,932	August 12, 2008	Registered
ValleyCrest Companies	Phil Graham Studio ----- ValleyCrest DesignGroup	3,519,607	October 21, 2008	Registered
ValleyCrest Companies LLC	 HRPStudio ----- ValleyCrest DesignGroup	3,428,790	May 13, 2008	Registered
ValleyCrest Companies LLC		2,889,773	September 28, 2004	Registered
ValleyCrest Companies LLC		3,058,025	February 7, 2006	Registered
ValleyCrest Companies LLC		3,145,823	Sept. 19, 2006	Registered
ValleyCrest Companies LLC		2,977,025	July 26, 2005	Registered
ValleyCrest Companies LLC		2,942,535	April 19, 2005	Registered
ValleyCrest Companies LLC		2,891,662	October 5, 2004	Registered
ValleyCrest Companies LLC		2,266,591	August 3, 1999	Registered

<u>Owner</u>	<u>Mark</u>	<u>Reg. No./ Serial No.</u>	<u>Registration Date/ Application Date</u>	<u>Status</u>
ValleyCrest Companies LLC	THE WORKFORCE OF NATURE	3,123,946	August 1, 2006	Registered
ValleyCrest Companies LLC	THE WORKFORCE OF NATURE	2,821,662	March 9, 2004	Registered
ValleyCrest Companies LLC	THE WORKFORCE OF NATURE	2,830,621	April 6, 2004	Registered
ValleyCrest Companies LLC		2,897,023	October 26, 2004	Registered
Valleycrest Companies LLC	RAYMOW	2,927,485	February 22, 2005	Registered
ValleyCrest Companies LLC	VALLEYCREST	2,889,771	September 28, 2004	Registered
ValleyCrest Companies LLC	VALLEYCREST	2,282,997	October 5, 1999	Registered
ValleyCrest Companies LLC	VALLEYCREST	3,162,994	October 24, 2006	Registered
ValleyCrest Companies LLC	VALLEYCREST	2,887,156	September 21, 2004	Registered
ValleyCrest Companies LLC	VALLEYCREST	2,889,770	September 28, 2004	Registered
ValleyCrest Companies LLC	 VALLEY CREST TREE COMPANY <small>The Landscaping & Horticulture Company</small>	2,997,238	September 20, 2005	Registered
ValleyCrest Companies LLC	VALLEYCREST	2,889,769	September 28, 2004	Registered
ValleyCrest Companies LLC		3,315,620	October 23, 2007	Registered
ValleyCrest Companies LLC	 ESTATE GARDENS <small>BY VALLEYCREST</small>	3,315,603	October 23, 2007	Registered
ValleyCrest Companies LLC	ComstockStudio <small>ValleyCrest DesignGroup</small>	3,360,996	December 25, 2007	Registered
ValleyCrest Companies LLC	VALLEYCREST DESIGN GROUP	3,358,081	December 18, 2007	Registered
ValleyCrest Companies LLC	JamesHyattStudio <small>ValleyCrest DesignGroup</small>	3,374,411	January 22, 2008	Registered

<u>Owner</u>	<u>Mark</u>	<u>Reg. No./ Serial No.</u>	<u>Registration Date/ Application Date</u>	<u>Status</u>
ValleyCrest Companies LLC	 SiteWorksStudio <small>ValleyCrest DesignGroup</small>	3,390,255	February 26, 2008	Registered
ValleyCrest Companies LLC	STEP OUT TO YOUR WORLD	3,389,638	February 26, 2008	Registered
ValleyCrest Companies LLC	PARINELLA STUDIO	3,615,616	May 5, 2009	Registered
ValleyCrest Companies LLC	 ValleyCrest Design Group Parinella Studio	3,619,003	May 12, 2009	Registered
*† ValleyCrest Tree Co.	GROWING THOUGHTS	82,883	October 2, 1986	Registered
*†U.S. Lawns, Inc.	 U.S. LAWNs	T07963	September 16, 1987	Registered
U.S. Lawns, Inc.	 U.S. LAWNs	1,596,756		Registered
U.S. Lawns, Inc.	†  U.S. LAWNs	2,937,423		Registered
U.S. Lawns, Inc.	†  U.S. LAWNs	2,904,609		Registered
*	 U.S. LAWNs	54,597		Texas Registration
	*†  U.S. LAWNs			

<u>Owner</u>	<u>Mark</u>	<u>Reg. No./ Serial No.</u>	<u>Registration Date/ Application Date</u>	<u>Status</u>
U.S. Lawns, Inc.	 *†	50,582		Colorado Registration
U.S. Lawns, Inc.	 †	2,718,997		Registered
U.S. Lawns, Inc.	 *†	51,231		Massachusetts Registration
	 *†	199,5S3,409		Maryland Registration
U.S. Lawns, Inc.	†NATIONAL STRENGTH, LOCAL COMMITMENT	3,219,575		Registered
U.S. Lawns, Inc.	†U.S. LAWNS	3,047,863		Registered
U.S. Lawns, Inc.	 †	3,152,508		Registered
U.S. Lawns, Inc.	†US LAWN	1,980,654		Registered
U.S. Lawns, Inc.	† 	1,476,402		Registered
	*†VALLEY CREST	TN971062406		New Mexico Registration
	*†VALLEY CREST LANDSCAPE, INC. DBA ENVIRONMENTAL GOLF	TN95092512		New Mexico Registration