

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Brickman Group Ltd. LLC		12/18/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Bank: SWITZERLAND

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3884828	BRICKMAN
Registration Number:	1185255	
Registration Number:	3884829	ENHANCING THE AMERICAN LANDSCAPE SINCE 1
Registration Number:	4013144	PLANT FRIENDLY. PLANET FRIENDLY.
Registration Number:	2653978	THE BRICKMAN GROUP, LTD.
Registration Number:	2672583	CAMPUSCARE
Registration Number:	2824655	CAMPUSCARE
Registration Number:	2794268	ENHANCING ENROLLMENT THROUGH FIRST IMPRE

**CORRESPONDENCE DATA**

Fax Number: 2123037064  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 212 318 6824  
 Email: christinedionne@paulhastings.com

CH \$215.00 3884828

Correspondent Name: Christine Dionne c/o Paul Hastings LLP  
Address Line 1: 75 East 55th Street  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 78559.00039

NAME OF SUBMITTER: Christine Dionne

Signature: /Christine Dionne/

Date: 12/19/2013

**Total Attachments: 5**

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**SECOND LIEN GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of December 18, 2013, is made by The Brickman Group Ltd. LLC, a Delaware limited liability company (the "Grantor"), in favor of Credit Suisse AG, as collateral agent (in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Second Lien Credit Agreement, dated as of December 18, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Garden Acquisition Holdings, Inc., a Delaware corporation ("Holdings"), Garden Merger Sub, LLC, a Delaware limited liability company ("MergerSub"), The Brickman Group Ltd. LLC, a Delaware limited liability company (the "Company"), the Lenders from time to time party thereto, and Credit Suisse AG, as the Administrative Agent and the Collateral Agent.

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of December 18, 2013 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security

Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

THE BRICKMAN GROUP LTD. LLC

By:



Name: Mark Hjelle  
Title: President

[Second Lien Grant of Security Interest in Trademark/Patent/Copyright Rights]

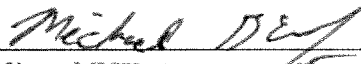
**TRADEMARK**  
**REEL: 005178 FRAME: 0071**

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
as the Collateral Agent

By:

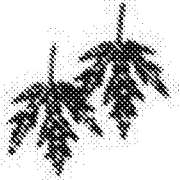

  
Name: BILL O'DALY  
Title: AUTHORIZED SIGNATORY

By:

  
Name: MICHAEL D'ONOFRIO  
Title: AUTHORIZED SIGNATORY

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
The Brickman Group Ltd. LLC	77783743	3884828	<b>BRICKMAN</b>
The Brickman Group Ltd. LLC	73282565	1185255	
The Brickman Group Ltd. LLC	77783752	3884829	ENHANCING THE AMERICAN LANDSCAPE SINCE 1939
The Brickman Group Ltd. LLC	77902638	4013144	PLANT FRIENDLY. PLANET FRIENDLY.
The Brickman Group Ltd. LLC	76314044	2653978	THE BRICKMAN GROUP, LTD.
The Brickman Group Ltd. LLC	75857366	2672583	<b>CampusCare</b>
The Brickman Group Ltd. LLC	76481498	2824655	
The Brickman Group Ltd. LLC	76481497	2794268	ENHANCING ENROLLMENT THROUGH FIRST IMPRESSIONS