

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326005

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Levine Leichtman Capital Partners SBIC Fund, L.P.		12/12/2014	LIMITED PARTNERSHIP: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Lawn Doctor, Inc.
<b>Street Address:</b>	142 State Highway 34
<b>City:</b>	Holmdel
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07733
<b>Entity Type:</b>	CORPORATION: NEW JERSEY

## 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
Registration Number:	4584812	PEST DOCTOR
Registration Number:	3941720	YOUR LAWN YOUR CHOICE
Registration Number:	2677572	IMPROVING THE QUALITY OF YOUR LAWN. AND
Registration Number:	2624915	
Registration Number:	2578458	KEEPING LAWNS HEALTHY FOR LIFE
Registration Number:	2258012	
Registration Number:	2225502	
Registration Number:	2462030	CORE

## CORRESPONDENCE DATA

Fax Number: 3129021061

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312.577.8034

TRADEMARK

**Email:** oscar.ruiz@kattenlaw.com  
**Correspondent Name:** Oscar Ruiz c/o Katten Muchin Rosenman  
**Address Line 1:** 525 West Monroe Street  
**Address Line 4:** Chicago, ILLINOIS 60661

**ATTORNEY DOCKET NUMBER:** 214338-167

**NAME OF SUBMITTER:** Oscar Ruiz

**SIGNATURE:** /Oscar Ruiz/

**DATE SIGNED:** 12/12/2014

**Total Attachments: 14**

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## RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (the “**Release**”) is given on this 12<sup>th</sup> day of December 2014, by Levine Leichtman Capital Partners SBIC Fund, L.P., a Delaware limited partnership, as the lender (together with its successor(s) thereto in such capacity, the “**Lender**”) to Lawn Doctor, Inc., a New Jersey corporation (the “**Grantor**”) as follows:

WHEREAS, on December 22, 2011, the Grantor and the Lender entered into a Grant of Trademark Security Interest (the “**Grant of Security Interest**”) attached hereto as **Exhibit 1**;

WHEREAS, the Grant of Security Interest was recorded by the Trademark Division of the United States Patent and Trademark Office on December 22, 2011, at Reel 4686, Frame 0116;

WHEREAS, pursuant to said Grant of Security Interest, the Grantor granted to the Lender, among other collateral, a continuing security interest in all of the Grantor’s right, title and interest, including goodwill, in, to and under its United States trademarks, including but not limited to the following (collectively 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.

WHEREAS, the Lender wishes to release its security interest in the Trademark Collateral and retransfer and reassign to the Grantor without recourse all of the Lender’s right, title and interest in and to the Trademarks.

WHEREAS, Lender hereby authorizes Grantor or Grantor’s authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC

financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Lender in the Trademark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. Lender further agrees to execute and deliver to Grantor any and all further documents and instruments, and do any and all further acts which Grantor (or their agents or designees) reasonably request (at Grantor's sole cost and expense) in order to confirm this Release and Grantor's right, title and interest in, to and under the Trademark Collateral.

NOW THEREFORE, the Lender hereby releases any security interest it may have in the Trademark Collateral, and reassigns any and all right, title and interest it may have in and to the Trademarks without recourse to the Grantor.

IN WITNESS WHEREOF, the Lender has caused this Release to be executed by its duly authorized office.

**LEVINE LEICHTMAN CAPITAL PARTNERS  
SBIC FUND, L.P.**

By: LLCP SBIC GP, LLC, its general partner

By: Levine Leichtman Capital Partners,  
Inc., its managing member

By: \_\_\_\_\_

Name: Steven Hartman

Its: Vice President





A handwritten signature in black ink, appearing to read 'S. Hartman', is written over a horizontal dotted line. The signature is stylized and somewhat cursive.

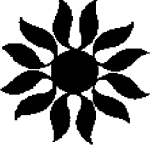
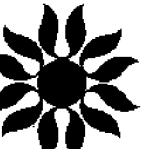

[Signature Page to Release of Trademarks]

**TRADEMARK  
REEL: 005418 FRAME: 0647**

**Schedule A**

**Trademark Registrations & Applications**

<b>Trademark</b>	<b>Registration No./ Application No.</b>	<b>Registration Date/Filing Date</b>	<b>Jurisdiction</b>
LAWN DOCTOR	1,000,040	December 17, 1974	US
<b>Lawn*Doctor</b>	1,069,578	July 12, 1977	US
	1,126,621	November 6, 1979	US
	1,129,386	January 15, 1980	US
Turf Tamer	1,255,836	November 1, 1983	US
	3,945,828	April 12, 2011	US
PEST DOCTOR	4584812	August 12, 2014	US
YOUR LAWN YOUR CHOICE	3,941,720	April 5, 2011	US
IMPROVING THE QUALITY OF YOUR LAWN. AND YOUR LIFE.	2,677,572	January 21, 2003	US
	2,624,915	September 24, 2002	US
KEEPING LAWNS	2,578,458	June 11, 2002	US

Trademark	Registration No./ Application No.	Registration Date/Filing Date	Jurisdiction
HEALTHY FOR LIFE			
	2,258,012	June 29, 1999	US
	2,225,502	February 23, 1999	US
	2,462,030	June 19, 2001	US

**Exhibit 1**  
**Grant of Security Interest**





## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECEMBER 29, 2011

PTAS

M. DAVIDSON C/O SCHULTE ROTH & ZABEL  
LLP  
919 THIRD AVENUE  
22ND FLOOR  
NEW YORK, NY 10022

# 900210478

### UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/22/2011

REEL/FRAME: 4686/0116  
NUMBER OF PAGES: 7

BRIEF: GRANT OF TRADEMARK SECURITY INTEREST

DOCKET NUMBER: 047689-0005

ASSIGNOR:

LAWN DOCTOR, INC.

DOC DATE: 12/22/2011  
CITIZENSHIP: NEW JERSEY  
ENTITY: CORPORATION

ASSIGNEE:

LEVINE LEICHTMAN CAPITAL PARTNERS  
SBIC FUND, L.P.  
335 NORTH MAPLE DRIVE  
SUITE 240  
BEVERLY HILLS, CALIFORNIA 90210

CITIZENSHIP: DELAWARE  
ENTITY: LIMITED PARTNERSHIP

SERIAL NUMBER: 72432929

REGISTRATION NUMBER: 1000040

MARK: LAWN DOCTOR

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 08/16/1972

REGISTRATION DATE: 12/17/1974

SERIAL NUMBER: 73107027 FILING DATE: 11/18/1976  
REGISTRATION NUMBER: 1069578 REGISTRATION DATE: 07/12/1977  
MARK: LAWN DOCTOR  
DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN  
STYLIZED FORM

SERIAL NUMBER: 73170026 FILING DATE: 05/11/1978  
REGISTRATION NUMBER: 1126621 REGISTRATION DATE: 11/06/1979  
MARK:  
DRAWING TYPE: AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 73170027 FILING DATE: 05/11/1978  
REGISTRATION NUMBER: 1129386 REGISTRATION DATE: 01/15/1980  
MARK: LAWN DOCTOR  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 73358850 FILING DATE: 04/08/1982  
REGISTRATION NUMBER: 1255836 REGISTRATION DATE: 11/01/1983  
MARK: TURF TAMER  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 75386181 FILING DATE: 11/06/1997  
REGISTRATION NUMBER: 2462030 REGISTRATION DATE: 06/19/2001  
MARK: CORE  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 75386210 FILING DATE: 11/06/1997  
REGISTRATION NUMBER: 2225502 REGISTRATION DATE: 02/23/1999  
MARK:  
DRAWING TYPE: AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 75386224 FILING DATE: 11/06/1997  
REGISTRATION NUMBER: 2258012 REGISTRATION DATE: 06/29/1999  
MARK:  
DRAWING TYPE: AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 76301150 FILING DATE: 08/17/2001  
REGISTRATION NUMBER: 2578458 REGISTRATION DATE: 06/11/2002  
MARK: KEEPING LAWNS HEALTHY FOR LIFE  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 76361369 FILING DATE: 01/22/2002  
REGISTRATION NUMBER: 2624915 REGISTRATION DATE: 09/24/2002  
MARK:  
DRAWING TYPE: AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 76383448 FILING DATE: 03/18/2002  
REGISTRATION NUMBER: 2677572 REGISTRATION DATE: 01/21/2003  
MARK: IMPROVING THE QUALITY OF YOUR LAWN. AND  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 77904621  
REGISTRATION NUMBER: 3941720  
MARK: YOUR LAWN YOUR CHOICE  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 01/04/2010  
REGISTRATION DATE: 04/05/2011

SERIAL NUMBER: 77938181  
REGISTRATION NUMBER: 3945828  
MARK: WATERWAY FRIENDLY LAWN DOCTOR  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

FILING DATE: 02/17/2010  
REGISTRATION DATE: 04/12/2011

SERIAL NUMBER: 85441672  
REGISTRATION NUMBER:  
MARK: PEST DOCTOR  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 10/07/2011  
REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## 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 Levine Leichtman Capital Partners SBIC Fund, L.P., a Delaware limited partnership, with a place of business located at 335 North Maple Drive, Suite 240, Beverly Hills, CA 90210 (“**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 Borrower. 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 20<sup>th</sup> day of December, 2011.




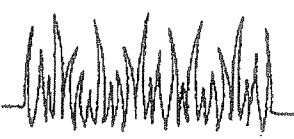
**Lawn Doctor, Inc.**, as Borrower under the Credit Agreement immediately following the consummation of the Merger Transaction


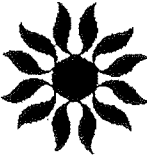

By:  \_\_\_\_\_  
Name: Scott Frith  
Title: President

Signature Page to Grant of Trademark Security Interest

**TRADEMARK**  
**REEL: 005418 FRAME: 0656**

SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST

Mark	Application No./Registration No.	Filing/Registration Date
LAWN DOCTOR	1,000,040	December 17, 1974
Lawn*Doctor	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

DOC ID-17808290.2