

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM326300

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lawn Doctor, Inc.		12/12/2014	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Levine Leichtman Capital Partners SBIC Fund, L.P., as agent		
<b>Street Address:</b>	335 North Maple Drive		
<b>Internal Address:</b>	Suite 130		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90210		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1000040	LAWN DOCTOR	
<b>Registration Number:</b>	1069578	LAWN DOCTOR	
<b>Registration Number:</b>	1126621		
<b>Registration Number:</b>	1129386	LAWN DOCTOR	
<b>Registration Number:</b>	1255836	TURF TAMER	
<b>Registration Number:</b>	4623138	YARD ARMOUR	
<b>Serial Number:</b>	85579599	YARD ARMOUR	
<b>Serial Number:</b>	86303194	MOSQUITO RID	
<b>Registration Number:</b>	3945828	WATERWAY FRIENDLY LAWN DOCTOR	
<b>Registration Number:</b>	4584812	PEST DOCTOR	
<b>Registration Number:</b>	3941720	YOUR LAWN YOUR CHOICE	
<b>Registration Number:</b>	2677572	IMPROVING THE QUALITY OF YOUR LAWN. AND	
<b>Registration Number:</b>	2624915		
<b>Registration Number:</b>	2578458	KEEPING LAWNS HEALTHY FOR LIFE	
<b>Registration Number:</b>	2258012		
<b>Registration Number:</b>	2225502		
<b>Registration Number:</b>	2462030	CORE	

CH \$440.00 1000040

**CORRESPONDENCE DATA****Fax Number:** 2125935955

*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:** 212-756-2132**Email:** scott.kareff@srz.com**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP**Address Line 1:** 919 Third Avenue**Address Line 2:** 22nd floor**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	047689-0005
<b>NAME OF SUBMITTER:</b>	Scott Kareff (047689-0005)
<b>SIGNATURE:</b>	/kc for sk/
<b>DATE SIGNED:</b>	12/16/2014

**Total Attachments: 8**

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS AGREEMENT AND THE INDEBTEDNESS SECURED HEREBY ARE AND SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED IN RIGHT OF PAYMENT TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT"), DATED AS OF THE DATE HEREOF, BY AND BETWEEN MADISON CAPITAL FUNDING LLC, IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE SENIOR DEBT DOCUMENTS (AS DEFINED THEREIN), INCLUDING ITS SUCCESSORS AND ASSIGNS FROM TIME TO TIME, LEVINE LEICHTMAN CAPITAL PARTNERS SBIC FUND, L.P., IN ITS CAPACITY AS AGENT FOR ITSELF AND THE OTHER PURCHASERS FROM TIME TO TIME PARTY THERETO, AND SUCH PURCHASERS, TO THE PRIOR PAYMENT IN FULL OF ALL SENIOR OBLIGATIONS (AS DEFINED THEREIN). THE SECURITY INTEREST GRANTED HEREIN, THE INDEBTEDNESS SECURED HEREBY, AND THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE GRANTEE (AS DEFINED HEREIN) ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

### **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of this 12<sup>th</sup> day of December, 2014, by LAWN DOCTOR, INC., a New Jersey corporation ("**Grantor**"), in favor of LEVINE LEICHTMAN CAPITAL PARTNERS SBIC FUND, L.P., in its capacity as Agent for the Purchasers (as defined in the Note Purchase Agreement referenced below) (in such capacity, "**Grantee**");

### **W I T N E S S E T H**

WHEREAS, Grantor, together with each other Person that from time to time becomes a borrower thereunder pursuant to the terms thereof, are referred to herein individually as a "Company" and collectively as the "Companies", the Company Representative, the financial institutions party thereto from time to time, as Purchasers, and Grantee have entered into that certain Note Purchase Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**"), pursuant to which Grantee and Purchasers have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Companies.

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor and the other Note Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), Grantor has granted to Grantee, for its benefit and the benefit of Purchasers, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including

registrations and applications therefor), and all products and proceeds thereof, to secure the payment of all amounts owing by the Companies under the Note Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Guarantee and Collateral Agreement Controls. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Note Purchase Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Purchasers, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) all of its Trademarks and all Intellectual Property Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule A hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

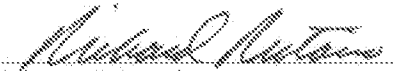
4. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

5. Conflicts. If Grantor is required to take any action hereunder, and the taking of such action would conflict with action required to be taken by such Grantor under any Senior Debt Document (as defined in the Note Purchase Agreement), if Grantor takes such action under the Senior Debt Document, the taking of such action will be deemed to satisfy the requirement hereunder and such Grantor will not be in violation of the applicable provision of this Agreement.

**- Remainder of Page Intentionally Left Blank; Signature Page Follows -**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LAWN DOCTOR, INC.

By:   
Name: Richard Restaino  
Title: Secretary

Trademark Security Agreement

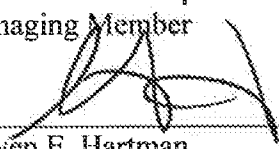
**TRADEMARK**  
**REEL: 005420 FRAME: 0409**

Agreed and Accepted  
As of the Date First Written Above:

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




By: LLC Partners SBIC GP, LLC,  
its General Partner

By: Levine Leichtman Capital Partners, Inc.,  
its Managing Member



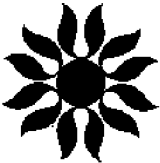

By:   
Name: Steven E. Hartman  
Title: Vice President

**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
YARD ARMOUR	4623138	October 21, 2014	US
YARD ARMOUR	85/579599	March 26, 2012	US
MOSQUITO RID	86303194	June 6, 2014	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



Trademark	Registration No./ Application No.	Registration Date/Filing Date	Jurisdiction
	2,624,915	September 24, 2002	US
KEEPING LAWNS HEALTHY FOR LIFE	2,578,458	June 11, 2002	US
	2,258,012	June 29, 1999	US
	2,225,502	February 23, 1999	US
	2,462,030	June 19, 2001	US

### Intellectual Property Licenses

1. Agreements with franchisees of Lawn Doctor, Inc., which grant to each Lawn Doctor Strategic Partner the right to use certain owned intellectual property in the conduct of the franchise business.
2. Software License and Support Agreements by and between Lawn Doctor, Inc. and Lawn Doctor Strategic Partners, pursuant to which such Lawn Doctor Strategic Partners are granted rights to use certain licensed intellectual property.
3. Extranet and Webpage Agreements by and between Lawn Doctor, Inc. and Lawn Doctor Strategic Partners, pursuant to which such Lawn Doctor Strategic Partners are granted rights to use certain owned intellectual property and licensed intellectual property.
4. Contracts with franchisee brokers of Lawn Doctor, Inc., which grant to each franchise consultant, broker or sales agent party thereto the right to use owned intellectual property in connection with the services to be provided thereunder.

5. Marketing Services Agreement between Lawn Doctor, Inc. and Process Peak dated March 11, 2011.
6. Rackspace Website Hosting Services Agreement between Lawn Doctor, Inc. and Rackspace US, Inc. dated December 15, 2010.
7. Rackspace Email Hosting Services Agreement between Lawn Doctor, Inc. and Rackspace US, Inc. dated March 11, 2013.
8. Standard License Agreement between Lawn Doctor, Inc. and Exact Software North America, LLC dated August 31, 2012.
9. Master Services Agreement between Lawn Doctor, Inc. and Geo-SoftWorks, LLC dated July 1, 2010.
10. Master Subscription Agreement between Lawn Doctor, Inc. and FranConnect, LLC dated July 1, 2013.
11. Enterprise License Agreement between Lawn Doctor, Inc. and Evocats, Inc. dba ReadyTalk dated March 1, 2009.
12. Preferred Vendor Agreement between Lawn Doctor, Inc. and Yodle, Inc. dated July 1, 2013.
13. Master Services Agreement between Lawn Doctor, Inc. and Bright Wave Marketing, Inc., dated September 30, 2014.