

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328777

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Triangle Mezzanine Fund, LLLP		01/09/2015	LIMITED LIABILITY LIMITED PARTNERSHIP: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Yellowstone Landscape Group, Inc.		
<b>Street Address:</b>	3235 N. State Street		
<b>City:</b>	Bunnell		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32110		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3642566	YELLOWSTONE LANDSCAPE GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<i>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.</i>			
<b>Phone:</b>	312.577.8034		
<b>Email:</b>	oscar.ruiz@kattenlaw.com		
<b>Correspondent Name:</b>	Oscar Ruiz c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	207170-749		
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz		
<b>SIGNATURE:</b>	/Oscar Ruiz/		
<b>DATE SIGNED:</b>	01/13/2015		
<b>Total Attachments: 3</b>			
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## **TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of January 9, 2015, by TRIANGLE MEZZANINE FUND, LLLP, in its capacity as Collateral Agent (“Secured Party”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, Yellowstone Landscape Group, Inc., a Delaware corporation (“Grantor”) and Secured Party are parties to that certain Trademark Security Agreement dated as of December 31, 2008 (the “Security Agreement”) pursuant to which Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on January 9, 2009, at Reel 3916, Frame 0322;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby releases its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a “Statement of Use” or “Amendment to Allege Use”), including, without limitation, each Trademark listed on Schedule 1 hereto;
- (ii) all claims by the Grantor against third parties (a) for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule 1 hereto or (b) injury to the goodwill associated with any Trademark; and
- (iii) all products and proceeds of the foregoing.


2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in and to the Trademarks and the Trademark Collateral.

3. Secured Party shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Trademark Release and Reassignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**TRIANGLE MEZZANINE FUND, LLLP**

By:   
Name: Corbin Graves  
Title: Vice President

**SCHEDULE 1**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
YELLOWSTONE LANDSCAPE GROUP	77581193	9/29/08	3642566	6/23/09