

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EG SYSTEMS, LLC		04/13/2016	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4124079	LAWNOPEdia	
Serial Number:	86810289	IT'S YOUR LAWN-IVERSARY!	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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>			
Phone:	(650) 251-5094		
Email:	jmull@stblaw.com		
Correspondent Name:	Linda Nyberg		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	509265/1964		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	04/14/2016		
Total Attachments: 5			
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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of April 13, 2016, made by EG SYSTEMS, LLC, an Indiana limited liability company (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a United States national association, as administrative agent (the "Agent") for itself, the several banks and other financial institutions (the "Lenders") that are parties to the First Lien Credit Agreement, dated as of April 13, 2016 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among TRUGREEN LIMITED PARTNERSHIP, a Delaware limited partnership, as borrower (the "Borrower"), the Agent and the Lenders, and the other Secured Parties provided for in the Credit Agreement.

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

WHEREAS, in connection with the Credit Agreement, the Borrower and the Guarantors, including the Grantor, have executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of April 13, 2016, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 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.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Trademarks (including, without limitation, those items listed on Schedule I

hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. 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.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks 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.

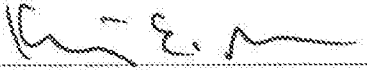
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

EG SYSTEMS, LLC

By: 
Name: Kevin E. Mann
Title: Vice President & Secretary

[SIGNATURE PAGE TO THE FIRST LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY
INTEREST IN TRADEMARKS (EG SYSTEMS)]


TRADEMARK
REEL: 005771 FRAME: 0088

JPMORGAN CHASE BANK, N.A.,
as Agent

By: _____

Name:

Title:



Barry Bergman
Managing Director

[SIGNATURE PAGE TO THE FIRST LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY
INTEREST IN TRADEMARKS (EG SYSTEMS)]

TRADEMARK
REEL: 005771 FRAME: 0089

SCHEDULE I

Trademark Registrations

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>Filing/Reg. Date</u>
EG Systems, LLC	United States	LAWNOPIEDIA	85/235,887	4,124,079

Pending Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>Filing/Reg. Date</u>
EG Systems, LLC	United States	IT'S YOUR LAWN-IVERSARY!	86/810289	11/05/2015