

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380743

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice and Confirmation of Grant of Security Interest in Trademarks (2nd Lien)

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trugreen Limited Partnership		04/13/2016	Limited Partnership: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Cortland Capital Market Services LLC
<b>Street Address:</b>	225 West Washington Street, 21st Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	3890353	ADVANTEDGE
Registration Number:	3998224	AGROLAWN
Registration Number:	1085158	BAREFOOT GRASS
Registration Number:	3890003	
Registration Number:	2532268	CHEMLAWN
Registration Number:	2104188	ECOGREEN
Registration Number:	2102193	ECOLAWN
Registration Number:	4169615	GO GREENER
Registration Number:	4137314	GO GREENER
Registration Number:	2089556	GRASSROOTS
Registration Number:	3940963	GREENER IS
Registration Number:	3855260	HEALTHY LAWN ANALYSIS
Registration Number:	3797860	HEALTHY LAWN GUARANTEE
Registration Number:	4348388	HEALTHY LAWN PLAN
Registration Number:	3912620	HEALTHY TREE & SHRUB GUARANTEE
Registration Number:	3815756	
Registration Number:	3823144	
Registration Number:	1034116	LEISURE LAWN

CH \$1215.00 3890353

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1097020	LEISURE LAWN
Registration Number:	4878268	LIVE LIFE OUTSIDE
Registration Number:	2999911	1 MASTERS GREEN
Registration Number:	4453157	MY BOTANIC PLANET
Registration Number:	3868669	NEIGHBORHOOD LAWN KID
Registration Number:	4560469	OFFICIAL SPONSOR OF SPRING
Registration Number:	1051560	THE DRY FERTILIZER PEOPLE
Registration Number:	3871543	THEY GROW IT, I MOW IT.
Registration Number:	3785721	TRUBLEND
Registration Number:	3703346	TRUBLEND
Registration Number:	4460182	TRUCOMPLETE
Registration Number:	4569423	TRUEXPERT
Registration Number:	2543094	TRUGREEN
Registration Number:	4566170	TRUGREEN
Registration Number:	1962583	TRUGREEN
Registration Number:	1436117	TRU-GREEN
Registration Number:	4078866	TRUGREEN GO GREENER
Registration Number:	4078865	TRUGREEN GO GREENER
Registration Number:	2575183	TRUGREEN LANDCARE
Registration Number:	4460181	TRUHEALTH
Registration Number:	4460180	TRUMAINTENANCE
Registration Number:	3616893	TRUNATURAL
Registration Number:	3785720	TRUPERFORMANCE
Registration Number:	3703344	TRUPERFORMANCE
Registration Number:	3387979	TRUSHIELD
Registration Number:	4611287	TRUSIGNATURE
Registration Number:	4017235	TRUSTORIES
Registration Number:	2578889	TURF WORKS
Registration Number:	1171732	
Serial Number:	86214685	RAINMAN IRRIGATION

**CORRESPONDENCE DATA**

Fax Number: 2129096836

*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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Marie Renee Cita, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

**TRADEMARK**

REEL: 005771 FRAME: 0853

**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 24675-1200

**NAME OF SUBMITTER:** Marie Renee Cita

**SIGNATURE:** /Marie Renee Cita/

**DATE SIGNED:** 04/15/2016

**Total Attachments: 6**

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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 TRUGREEN LIMITED PARTNERSHIP, a Delaware limited partnership (the "Borrower"), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, a Delaware limited liability company, as collateral agent (the "Agent") for itself, the several banks and other financial institutions (the "Lenders") that are parties to the Second 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 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 have executed and delivered a Second 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 Borrower 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 Borrower 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 Borrower 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 Borrower 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 Borrower'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 Borrower 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 Borrower 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.

\* \* \*

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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.

TRUGREEN LIMITED PARTNERSHIP

By: Outdoor Home Services GP LLC, its  
general partner

By: Outdoor Home Services Midco LLC, its  
sole member

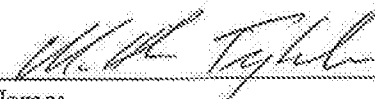
By: Outdoor Home Services Holdings LLC,  
its sole member

By:   
Name: Kevin E. Mann  
Title: Vice President & Chief Legal Officer

[SIGNATURE PAGE TO THE SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY  
INTEREST IN TRADEMARKS (TGLP)]

**TRADEMARK**  
**REEL: 005771 FRAME: 0857**

CORTLAND CAPITAL MARKET  
SERVICES LLC, as Agent

By: 

Name:

Title:

Matthew Trybula  
Associate Counsel

[SIGNATURE PAGE TO THE SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY  
INTEREST IN TRADEMARKS (TGLP)]


**TRADEMARK**  
**REEL: 005771 FRAME: 0858**

SCHEDULE I

Trademark Registrations

<u>Trademark Name</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Reg. Date</u>
AdvantEdge	85/073,526	06/29/2010	3,890,353	12/14/2010
AGROLAWN	85/225,795	01/25/2011	3,998,224	07/19/2011
BAREFOOT GRASS	73/131,313	06/22/1977	1,085,158	02/07/1978
BOBBY'S LAWNMOWER (AND DESIGN)	85/024,453	04/27/2010	3,890,003	12/14/2010
CHEMLAWN	78/064,963	05/22/2001	2,532,268	01/22/2002
ECOGREEN	75/076,269	03/08/1996	2,104,188	10/07/1997
ECOLAWN	75/071,128	03/12/1996	2,102,193	09/30/1997
Go Greener	77/823,583	09/10/2009	4,169,615	07/10/2012
Go Greener	77/823,690	09/10/2009	4,137,314	05/08/2012
GrassRoots (AND DESIGN)	74/597,994	11/14/1994	2,089,556	08/19/1997
GREENER IS	85/148,415	10/08/2010	3,940,963	04/05/2011
HEALTHY LAWN ANALYSIS	85/073,515	06/29/2010	3,855,260	08/28/2010
HEALTHY LAWN GUARANTEE	77/869,949	11/11/2009	3,797,860	06/01/2010
HEALTHY LAWN PLAN	85/813,145	12/31/2012	4,348,388	06/04/2013
HEALTHY TREE & SHRUB GUARANTEE	85/096,956	07/30/2010	3,912,620	01/25/2011
LEAF (DESIGN)	77/821,971	09/08/2009	3,815,756	07/06/2010
LEAF (DESIGN)	77/821,970	09/08/2009	3,823,144	07/20/2010
LEISURE LAWN	73/056,116	06/25/1975	1,034,116	02/17/1976
leisure lawn (and design)	73/120,727	03/28/1977	1,097,020	07/18/1978
LIVE LIFE OUTSIDE	86/356,918	08/04/2014	4878268	12/29/2015
MASTERS GREEN AND DESIGN	76/576,122	02/11/2004	2,999,911	09/27/2005
MY BOTANIC PLANET	85/570,544	03/15/2012	4,453,157	12/24/2013
Neighborhood Lawn Kid	77/917,762	01/22/2010	3,868,669	10/26/2010
OFFICIAL SPONSOR OF SPRING	86/185,429	02/05/2014	4,560,469	07/01/2014



<u>Trademark Name</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Reg. Date</u>
THE DRY FERTILIZER PEOPLE	73/072,844	12/29/1975	1,051,560	10/26/1976
They Grow It, I Mow It.	77/917,789	01/22/2010	3,871,543	11/02/2010
TruBlend	77/630,563	12/10/2008	3,785,721	05/04/2010
TRUBLEND	77/630,560	12/10/2008	3,703,346	10/27/2009
TRUCOMPLETE	85/849,275	02/13/2013	4,460,182	12/31/2013
TruExpert	85/905,987	04/16/2013	4,569,423	07/15/2014
TRUGREEN	78/065,182	05/23/2001	2,543,094	02/26/2002
TRUGREEN	85/641,957	06/04/2012	4,566,170	07/15/2014
TRUGREEN AND DESIGN	74/141,554	02/25/1991	1,962,583	03/19/1996
TRU-GREEN	73/600,210	05/22/1986	1,436,117	04/14/1987
TRUGREEN GO GREENER	85/063,305	06/15/2010	4,078,866	01/03/2012
TRUGREEN GO GREENER	85/063,297	06/15/2010	4,078,865	01/03/2012
TRUGREEN LANDCARE	76/007,791	03/23/2000	2,575,183	06/04/2002
TRUHEALTH	85/849,266	02/13/2013	4,460,181	12/31/2013
TRUMAINTENANCE	85/849,235	02/13/2013	4,460,180	12/31/2013
TRUNATURAL	77/321,006	11/05/2007	3,616,893	05/05/2009
TRUPERFORMANCE	77/630,539	12/10/2008	3,785,720	05/04/2010
TRUPERFORMANCE	77/630,512	12/10/2008	3,703,344	10/27/2009
TruShield	77/166,872	04/26/2007	3,387,979	02/26/2008
TruSignature	86/117,667	11/13/2013	4,611,287	09/23/2014
TruStories	85/196,283	12/13/2010	4,017,235	08/23/2011
TURFWORKS	78/084,880	09/21/2001	2,578,889	06/11/2002
 (DESIGN ONLY)	73/248,481	02/01/1980	1,171,732	09/29/1981

Pending Trademark Applications

<u>Mark</u>	<u>App./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Publication Date</u>
RAINMAN IRRIGATION	86/214685	03/07/2014	09/02/2014