

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429771

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|--|---------------------------------------|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SavATree, LLC | | 06/02/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Madison Capital Funding LLC, as Agent | | |
| Street Address: | 30 South Wacker Drive, Suite 3700 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 15 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4044309 | AUTUMN TREE CARE EXPERTS | |
| Registration Number: | 3626352 | THE GREEN CHOICE | |
| Registration Number: | 3758655 | THE GREEN CHOICE FOR LAWN CARE | |
| Registration Number: | 3758656 | THE GREEN CHOICE FOR TREE & SHRUB CARE | |
| Registration Number: | 3567229 | OUTSMART HUNGRY DEER. | |
| Registration Number: | 3294901 | DEERTECH | |
| Registration Number: | 3199453 | ARBORHEALTH | |
| Registration Number: | 2364507 | KEEP'T GREEN | |
| Registration Number: | 2336349 | SAVALAWN | |
| Registration Number: | 2311990 | SAVALAWN | |
| Registration Number: | 1812630 | ARBORKELP | |
| Registration Number: | 1573998 | ARBOR PATROL | |
| Registration Number: | 1524912 | NATURE'S TREE'S | |
| Registration Number: | 1432503 | SAVATREE COMPLETE EXPERT TREE CARE | |
| Registration Number: | 2846875 | THRIVE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125774688 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | Carole Dobbins |
| SIGNATURE: | /Carole Dobbins/ |
| DATE SIGNED: | 06/02/2017 |

Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Agreement") made as of this 2nd day of June, 2017, by SavATree, LLC, a Delaware limited liability company ("Grantor"), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the 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 Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

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. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, a lien on, security interest in, pledge on and right of set-off against any and all of Grantor's right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks; and

(ii) all products, royalties and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with such Trademarks;

provided that the foregoing grant of a lien, security interest, pledge and right of set-off will not cover 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 by the United States Patent and Trademark Office.

3. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or other electronic communication to this Agreement shall bind the parties to the same extent as would a manually executed counterpart.

[signature page follows]

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

SAVATREE, LLC, as Grantor

By [Signature]
Its President, Treasurer and Secretary

Agreed and Accepted
As of the Date First Written Above

MADISON CAPITAL FUNDING LLC,
as Agent

By _____
Its _____


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

SAVATREE LLC, as Grantor

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Junaid Sozer
Title: Vice President

SCHEDULE 1

U.S. FEDERAL TRADEMARK REGISTRATIONS

| Mark | Application No. | Application Date | Registration No. | Registration Date | Status of Mark | Owner/ Applicant |
|--|------------------------|-------------------------|-------------------------|--------------------------|-----------------------|-----------------------------|
| AUTUMN TREE CARE EXPERTS | 85244630 | 2/17/11 | 4044309 | 10/25/11 | Registered | SavATree, LLC |
| THE GREEN CHOICE | 77583937 | 10/2/08 | 3626352 | 5/26/09 | Registered | SavATree, LLC |
| THE GREEN CHOICE FOR LAWN CARE | 77583967 | 10/2/08 | 3758655 | 3/9/10 | Registered | SavATree, LLC |
| THE GREEN CHOICE FOR TREE & SHRUB CARE | 77583985 | 10/2/08 | 3758656 | 3/9/10 | Registered | SavATree, LLC |
| OUTSMART HUNGRY DEER. | 77500286 | 6/16/08 | 3567229 | 1/27/09 | Registered | SavATree, LLC |
| DEERTECH | 78612438 | 4/20/05 | 3294901 | 9/18/07 | Registered | SavATree, LLC |
| ARBORHEALTH | 78468411 | 8/17/04 | 3199453 | 1/16/07 | Registered | SavATree, LLC |
| KEEP'T GREEN | 75769896 | 8/6/99 | 2364507 | 7/4/00 | Registered | SavATree, LLC |
| SAVALAWN | 75752692 | 7/16/99 | 2336349 | 3/28/00 | Registered | SavATree, LLC |
| SAVALAWN | 75664339 | 3/19/99 | 2311990 | 1/25/00 | Registered | SavATree, LLC |
| ARBORKELP | 74249770 | 2/26/92 | 1812630 | 12/21/93 | Registered | SavATree, LLC |
| ARBORPATROL | 73790238 | 3/31/89 | 1573998 | 12/26/89 | Registered | SavATree, LLC |
| NATURE'S TREES | 73677103 | 8/7/87 | 1524912 | 2/14/89 | Registered | SavATree, LLC |
| SAVATREE COMPLETE EXPERT TREE CARE | 73608545 | 7/9/86 | 1432503 | 3/10/87 | Registered | SavATree, LLC |
| THRIVE | 78224432 | 3/12/03 | 2846875 | 10/25/11 | Registered | SavATree, LLC |

U.S. FEDERAL TRADEMARK APPLICATIONS

None.