

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520929

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mosquito Hunters LLC		05/03/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LD Strategic Capital Debtco, LLC		
Street Address:	160 Greentree Drive, Suite 101		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19904		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4843837	MOSQUITO HUNTERS	
Registration Number:	5016883	MOSQUITO HUNTERS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jgriswold@honigman.com		
Correspondent Name:	Angela Alvarez Sujek		
Address Line 1:	c/o Honigman LLP, 39400 Woodward Ave		
Address Line 2:	Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/angela alvarez sujek/		
DATE SIGNED:	04/26/2019		
Total Attachments: 6			
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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 FEBRUARY 7, 2018, 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, LD STRATEGIC CAPITAL DEBTCO, LLC, 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.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of this 3rd day of May, 2018, by MOSQUITO HUNTERS LLC, a Delaware limited liability company (“**Grantor**”), in favor of LD STRATEGIC CAPITAL DEBTCO, LLC, 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 is a Guarantor (as defined in the Note Purchase Agreement described below) and has guaranteed the Obligations under and as defined in that certain Note Purchase Agreement dated as of February 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”) by and among Lawn Doctor, Inc., a New Jersey corporation, as a Company, the other Companies and Note Parties party thereto, the Company Representative, the Purchasers party thereto from time to time and Grantee, pursuant to which Grantee and Purchasers have agreed, subject to the terms and conditions thereof, to purchase certain notes from, and extend certain other credit accommodations in favor of, the Companies.

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of February 7, 2018, 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.

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

MOSQUITO HUNTERS LLC

By: 

Name: Jack Miskin

Title: Chief Financial Officer

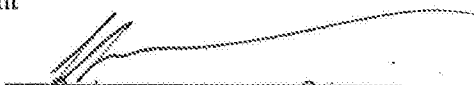
Agreed and Accepted
As of the Date First Written Above:

LD STRATEGIC CAPITAL DEBTCO, LLC,
as Agent

By: _____

Name:

Title:



Chirag J. Bhavsar
CEO

Trademark Security Agreement

TRADEMARK
REEL: 006629 FRAME: 0931

Schedule A

Trademark Registrations¹

Trademark	Registration No.	Registration Date	Jurisdiction
MOSQUITO HUNTERS	4843837	November 3, 2015	United States
	5016883	August 9, 2016	United States

¹ These trademark registrations have been assigned to Grantor as of the date hereof by Mosquito Hunters, Inc.