

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Urban Forestry Acquisition, LLC		05/29/2020	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Atlantic Capital Bank, N.A.		
Street Address:	945 E. Paces Ferry Rd., NE, Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5564972	NEW URBAN FORESTRY	
Registration Number:	5564985	LIFE IS BETTER WITH TREES TREES ARE BETT	
Registration Number:	5554955	NUF	
CORRESPONDENCE DATA			
Fax Number:	7704266155		
<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:	gkleeman@gdcrlaw.com		
Correspondent Name:	C. George Kleeman, IV		
Address Line 1:	49 Atlanta St.		
Address Line 4:	Marietta, GEORGIA 30060		
NAME OF SUBMITTER:	C. George Kleeman, IV		
SIGNATURE:	/C. George Kleeman, IV/		
DATE SIGNED:	07/28/2020		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of May 29, 2020, is made by GUNNISON ACQUISITION, LLC a Delaware limited liability company, GUNNISON TREE SERVICES, LLC, a Georgia limited liability company, and NEW URBAN FORESTRY ACQUISITION, LLC, a Georgia limited liability company (each, a "**Grantor**" and, collectively, the "**Grantors**"), in favor of ATLANTIC CAPITAL BANK, N.A., a national banking association (the "**Lender**").

WHEREAS, Grantors have entered into a Senior Credit Facility Agreement dated as of the date hereof (the "**Loan Agreement**"), with the Lender.

WHEREAS, Grantors and Lender are parties to that certain Security and Pledge Agreement dated as of the date hereof (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, Grantors have granted to Lender a security interest in, among other property, certain intellectual property of Grantors, and the Grantors have agreed to execute and deliver this IP Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agrees with Lender as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of the Grantors in, to and under the following, wherever located, and whether now owned or hereafter acquired from time to time (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**"), excluding Excluded Property;

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding Excluded Property or United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding the foregoing, IP Collateral shall not include (i) any intent to use trademark filings and (ii) any license or other agreement that does not permit any assignment of such license or agreement or the property covered therein, other than to the extent that any prohibition on assignment would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 (or any other Section) of Article 9 of the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Georgia or in such other jurisdiction as may govern the attachment, perfection or priority of Lender's security interest in any IP Collateral due to mandatory provisions of law.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Lender.

3. Loan Documents. This IP Security Agreement has been entered into in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of

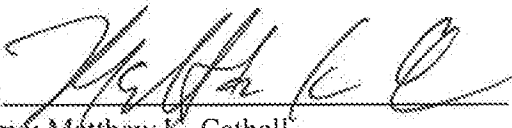
Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the Grantors have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

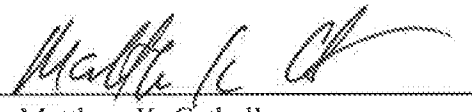
GUNNISON ACQUISITION, LLC,
a Delaware limited liability company

By: 
Name: Matthew K. Cathell
Title: President

GUNNISON TREE SERVICES, LLC,
a Georgia limited liability company

By: 
Name: Matthew K. Cathell
Title: President

**NEW URBAN FORESTRY ACQUISITION,
LLC,** a Georgia limited liability company

By: 
Name: Matthew K. Cathell
Title: President

LENDER:

ATLANTIC CAPITAL BANK, N.A.,
a national banking association

By: _____
Name: Walter M. Deriso, III
Title: Senior Vice-President

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By: _____

Name: Matthew K. Cathell

Title: President

GUNNISON TREE SERVICES, LLC,
a Georgia limited liability company

By: _____

Name: Matthew K. Cathell

Title: President

**NEW URBAN FORESTRY ACQUISITION,
LLC,** a Georgia limited liability company


By: _____

Name: Matthew K. Cathell

Title: President

LENDER:

ATLANTIC CAPITAL BANK, N.A.,
a national banking association

By:  _____

Name: Walter M. Deriso, III

Title: Senior Vice-President

Schedule 1

US Issued Patents

None

Pending US Patent Applications

None

Schedule 2

US Trademarks

Registration Number	Serial Number	Word or Design Mark
5564972	87773827	New Urban Forestry
5564985	87774010	Life is Better with Trees; Trees are Better with Us
5554955	87773930	NUF

Schedule 3

US Copyrights

None