

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM596002

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aspen Grove Landscape Group, LLC		09/04/2020	Limited Liability Company: DELAWARE
Asplundh Investments, LLC		09/04/2020	Limited Liability Company: DELAWARE
Nelson Tree Service, LLC		09/04/2020	Limited Liability Company: OHIO
Kupper Engineering, Inc.		09/04/2020	Corporation: PENNSYLVANIA

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	1700 Lincoln St., 3rd Floor
<b>Internal Address:</b>	MAC C7300-033
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80203
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	5958951	LONG BROTHERS LANDSCAPING
Registration Number:	5894779	LONG BROTHERS LANDSCAPING
Serial Number:	88787464	DCM DIGITAL CORRIDOR MANAGEMENT
Registration Number:	6069206	BET
Registration Number:	6033458	PDS POWER DELIVERY SOLUTIONS LLC
Registration Number:	6037624	ASPEN GROVE LANDSCAPE COMPANIES
Registration Number:	5651241	AN ASPEN GROVE COMPANY
Registration Number:	5645198	ASPEN GROVE LANDSCAPE GROUP
Registration Number:	5580877	SAFETY FIRST ... IT'S YOUR LIFE!
Registration Number:	5185674	
Registration Number:	5499361	TREE TOPPER
Registration Number:	5354753	ECI
Registration Number:	5209436	ULCS

OP \$840.00 5958951

Property Type	Number	Word Mark
Registration Number:	4651960	ASPLUNDH ANYTIME. ANYWHERE.
Registration Number:	4988402	PEOPLE ARE OUR POWER
Registration Number:	5039368	IT'S ALL IN THE NAME.
Registration Number:	4968109	ARBORMETRICS
Registration Number:	4224806	SAFEPRODUCTION
Registration Number:	4068740	GRID ONE SOLUTIONS
Registration Number:	4045312	ARBORLINE
Registration Number:	3876592	PUTTING TECHNOLOGY ON THE LINES
Registration Number:	3876591	ARBORMETRICS SOLUTIONS, INC.
Registration Number:	3020964	SAFETY FIRST..NO ONE GETS HURT!
Registration Number:	2775035	ALS AMERICAN LIGHTING & SIGNALIZATION
Registration Number:	2644030	UTILITY LINES CONSTRUCTION SERVICES, INC
Registration Number:	1651336	ASPLUNDH
Registration Number:	1878124	
Registration Number:	1656509	
Registration Number:	1449113	ARBORCHEM
Registration Number:	5016138	PROTECTING THE REPUTATION OF THE UTILITI
Registration Number:	1121587	NELSON
Registration Number:	1293288	NELSON
Registration Number:	4022212	KUPPER ENGINEERING, INC.

#### CORRESPONDENCE DATA

Fax Number: 8009144240

*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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	09/04/2020

#### Total Attachments: 7

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. Aspen Grove Landscape Group, LLC
- 2. Asplundh Investments, LLC
- 3. Nelson Tree Service, LLC
- 4. Kupper Engineering, Inc.

- Individual(s)                       Association  
 Partnership                       Limited Partnership

Corporation- State: \_\_\_\_\_  
 Other 1. LLC-DE; 2. LLC-DE; 3. LLC-OH; 4. Corp.-PA

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) September 4, 2020

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Bank, National Association

Street Address: 1700 Lincoln St., 3rd Floor, MAC C7300-033

City: Denver

State: CO

Country: USA                      Zip: 80203

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)                      Text  
See Schedule I

B. Trademark Registration No.(s)  
See Schedule I

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Senior Paralegal

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP,  
32 Old Slip

City: New York

State: NY                      Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

33

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

September 4, 2020  
Date

Elaine Carrera  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of September 4, 2020, (this “**Agreement**”), among Aspen Grove Landscape Group, LLC, a Delaware limited liability company, Asplundh Investments, LLC, a Delaware limited liability company, Nelson Tree Service, LLC, an Ohio limited liability company, and Kupper Engineering, Inc., a Pennsylvania limited liability company (each, a “**Grantor**”) and Wells Fargo Bank, National Association (“**Wells Fargo**”), as collateral agent (together with its successors and assigns, in such capacity, the “**Agent**”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of September 4, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in the Credit Agreement) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of September 4, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Credit Agreement**”), by and among Asplundh Tree Expert, LLC, a Pennsylvania limited liability company (“**Parent**”), the other Borrowers from time to time party thereto, the Lenders and Issuing Banks from time to time party thereto and Wells Fargo, as administrative agent and collateral agent for the Secured Parties. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, transfer and grant to the Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the foregoing;
- C. the right to sue third parties for past, present and future infringements of the foregoing; and
- D. all proceeds of and any right associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (D) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any intent-to-use (or similar) Trademark application prior to the filing of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto, only to the extent, if any, that, and solely during the period, in which, if any, the grant of a

security interest therein may impair the validity or enforceability, or result in the voiding of, such intent-to-use Trademark application or any registration issuing therefrom under applicable law.

**SECTION 3. Security Agreement.** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

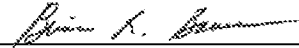
**SECTION 4. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

**SECTION 5. Counterparts; Electronic Execution.** This Agreement may be executed in counterparts (and by different parties hereto on 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 of this Security Agreement by facsimile or other electronic transmission (including “.pdf” or “.tif” format) shall be effective as delivery of a manually executed counterpart of this Security Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


**ASPLUNDH TREE EXPERT, LLC,**  
as Parent and a Grantor

By:   
Name: Brian R. Bauer  
Title: Chief Financial Officer and Secretary-Treasurer

**ASPEN GROVE LANDSCAPE GROUP,  
LLC,  
ASPLUNDH INVESTMENTS, LLC,  
ASPLUNDH TREE EXPERT COMPANY,  
NELSON TREE SERVICE, LLC,  
KUPPER ENGINEERING, INC.,**  
each as a Grantor

By:   
Name: Brian R. Bauer  
Title: Chief Financial Officer and Secretary-Treasurer

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Thomas Collins  
Title: Vice President, Relationship Manager

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007049 FRAME: 0410**



**SCHEDULE I**

UNITED STATES TRADEMARKS

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Aspen Grove Landscape Group, LLC	5958951	LONG BROTHERS LANDSCAPING
Aspen Grove Landscape Group, LLC	5894779	LONG BROTHERS LANDSCAPING
Asplundh Investments, LLC	Application No. 88787464	DCM DIGITAL CORRIDOR MANAGEMENT
Asplundh Investments, LLC	6069206	BET
Asplundh Investments, LLC	6033458	PDS POWER DELIVERY SOLUTIONS LLC
Asplundh Investments, LLC	6037624	ASPEN GROVE LANDSCAPE COMPANIES
Asplundh Investments, LLC	5651241	AN ASPEN GROVE COMPANY
Asplundh Investments, LLC	5645198	ASPEN GROVE LANDSCAPE GROUP
Asplundh Investments, LLC	5580877	SAFETY FIRST ...IT'S YOUR LIFE!
Asplundh Investments, LLC	5185674	DESIGN ONLY
Asplundh Investments, LLC	5499361	TREE TOPPER
Asplundh Investments, LLC	5354753	ECI
Asplundh Investments, LLC	5209436	ULCS
Asplundh Investments, LLC	4651960	ASPLUNDH ANYTIME. ANYWHERE.
Asplundh Investments, LLC	4988402	PEOPLE ARE OUR POWER
Asplundh Investments, LLC	5039368	IT'S ALL IN THE NAME.
Asplundh Investments, LLC	4968109	ARBORMETRICS
Asplundh Investments, LLC	4224806	SAFEPRODUCTION
Asplundh Investments, LLC	4068740	GRID ONE SOLUTIONS
Asplundh Investments, LLC	4045312	ARBORLINE
Asplundh Investments, LLC	3876592	PUTTING TECHNOLOGY ON THE LINES
Asplundh Investments, LLC	3876591	ARBORMETRICS SOLUTIONS, INC.
Asplundh Investments, LLC	3020964	SAFETY FIRST..NO ONE GETS HURT!

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Asplundh Investments, LLC	2775035	ALS AMERICAN LIGHTING & SIGNALIZATION
Asplundh Investments, LLC	2644030	UTILITY LINES CONSTRUCTION SERVICES, INC.
Asplundh Investments, LLC	1651336	ASPLUNDH
Asplundh Investments, LLC	1878124	DESIGN ONLY
Asplundh Investments, LLC	1656509	DESIGN ONLY
Asplundh Investments, LLC	1449113	ARBORCHEM
Nelson Tree Service, LLC	5016138	PROTECTING THE REPUTATION OF THE UTILITIES WE SERVE ... IT'S PART OF OUR JOB
Nelson Tree Service, LLC	1121587	NELSON
Nelson Tree Service, LLC	1293288	NELSON
Kupper Engineering, Inc.	4022212	KUPPER ENGINEERING, INC.

UNITED STATES TRADEMARKS APPLICATIONS

None.