

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601479

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brightview Tree Company		09/30/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Brightview Companies, LLC		
Street Address:	980 Jolly Road, Suite 300		
Internal Address:	Attention: General Counsel		
City:	Blue Bell		
State/Country:	PENNSYLVANIA		
Postal Code:	19422		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2001332	SWAN HILL OLIVES	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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>			
Phone:	617-523-2700		
Email:	susan.dinicola@hklaw.com,loren.higgins@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	10/06/2020		
Total Attachments: 5			
source=2nd lien Brightview#page1.tif			
source=2nd lien Brightview#page2.tif			
source=2nd lien Brightview#page3.tif			
source=2nd lien Brightview#page4.tif			
source=2nd lien Brightview#page5.tif			

OP \$40.00 2001332

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF THE DATE HEREOF, BY AND AMONG BRIGHTVIEW COMPANIES, LLC, AS JUNIOR CREDITOR, DEVIL MOUNTAIN WHOLESALE NURSERY, LLC AND BRIGHTVIEW TREE COMPANY, AS LOAN PARTIES, AND AMERICAN AGCREDIT, PCA, AS SENIOR CREDITOR (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED AND IN EFFECT FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT").

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2020, is made by BRIGHTVIEW TREE COMPANY, a California corporation ("Grantor"), in favor of BRIGHTVIEW COMPANIES, LLC, as lender (in such capacity, together with its successors and permitted assigns, "Lender").

WITNESSETH:

WHEREAS, pursuant to the Secured Promissory Note, dated as of September 30, 2020 (as amended, restated or supplemented from time to time, the "Seller Note"), by and among Grantor and Devil Mountain Wholesale Nursery, LLC, as Obligors, and the Lender, Lender has severally agreed to make extensions of credit to Grantor and the other Obligors, upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to a Security Agreement, of even date herewith (as amended, restated or supplemented from time to time, the "Security Agreement"), made by Grantor in favor of Lender, Grantor granted a security interest in all of its personal property to secure the Obligations (as defined in the Seller Note); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Seller Note and to induce Lender to make their respective extensions of credit to Obligors thereunder, Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 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.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

Section 7. Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BRIGHTVIEW TREE COMPANY,
a California corporation, as Grantor

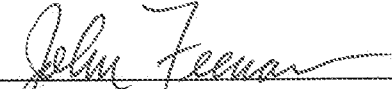
By 
Name: Drew McMillan
Title: President

ACCEPTED AND AGREED

as of the date first above written:

BRIGHTVIEW COMPANIES, LLC, as Lender

By



Name: John Feenan

Title: Chief Executive Officer, President,
Chief Financial Officer and Treasurer

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark:	Filing Date:	Registration Number and Country:
SWAN HILL OLIVES	9/25/1995	2001332 (US)

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.