

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606616

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRUGREEN LIMITED PARTNERSHIP		11/02/2020	Limited Partnership: DELAWARE
EG SYSTEMS, LLC		11/02/2020	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	DELAWARE TRUST COMPANY, as administrative agent
Street Address:	251 Little Falls Drive
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	3890353	ADVANTEDGE
Registration Number:	2532268	CHEMLAWN
Registration Number:	4169615	GO GREENER
Registration Number:	4137314	GO GREENER
Registration Number:	3855260	HEALTHY LAWN ANALYSIS
Registration Number:	3797860	HEALTHY LAWN GUARANTEE
Registration Number:	3912620	HEALTHY TREE & SHRUB GUARANTEE
Registration Number:	3815756	
Registration Number:	3823144	
Registration Number:	1034116	LEISURE LAWN
Registration Number:	1097020	LEISURE LAWN
Registration Number:	4878268	LIVE LIFE OUTSIDE
Registration Number:	4560469	OFFICIAL SPONSOR OF SPRING
Registration Number:	4460182	TRUCOMPLETE
Registration Number:	4569423	TRUEXPRT
Registration Number:	2543094	TRUGREEN
Registration Number:	4566170	TRUGREEN

CH \$915.00 3890353

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4078866	TRUGREEN GO GREENER
Registration Number:	4078865	TRUGREEN GO GREENER
Registration Number:	2575183	TRUGREEN LANDCARE
Registration Number:	4460181	TRUHEALTH
Registration Number:	4460180	TRUMAINTENANCE
Registration Number:	3616893	TRUNATURAL
Registration Number:	3387979	TRUSHIELD
Registration Number:	4611287	TRUSIGNATURE
Registration Number:	4017235	TRUSTORIES
Registration Number:	2578889	TURF WORKS
Registration Number:	5460183	TRUFRIENDS
Registration Number:	5366329	MOSQUITO-FREE GUARANTEE
Registration Number:	5366327	TRUGREEN MOSQUITO DEFENSE
Registration Number:	5295787	HEALTHY LAWN GUARANTEE
Registration Number:	5782816	PREMIER GREEN
Registration Number:	2927830	LAWNAMERICA MAKING YOUR NEIGHBORHOOD MOR
Registration Number:	4124079	LAWNOPIEDIA
Serial Number:	88699327	TRUCONNECT
Serial Number:	88737302	LAWNAMERICA

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124553222

Email: jmull@stblaw.com

Correspondent Name: Alexander Raytman

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1964

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 11/03/2020

Total Attachments: 8

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of November 2, 2020, made by TRUGREEN LIMITED PARTNERSHIP, a Delaware limited partnership (the “Borrower”) and by EG SYSTEMS, LLC, an Indiana limited liability company (each a “Grantor”, and collectively, the “Grantors”), in favor of DELAWARE TRUST COMPANY, as administrative agent (the “Agent”) for itself, the several banks and other financial institutions (the “Lenders”) that are parties to the Second Lien Credit Agreement, dated as of November 2, 2020 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), by and among the Borrower, the Agent and the Lenders, and the other Secured Parties provided for in the Credit Agreement.

WHEREAS, pursuant to the Second Lien Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Second Lien Credit Agreement, the Borrower and the Guarantors, including the Grantors, have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of November 2, 2020, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Second Lien Security Agreement”); and

WHEREAS, pursuant to the Second Lien Security Agreement, the Grantors granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantors hereby confirm that pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantors’ right, title and interest in (subject only to Liens permitted under the Second Lien Credit Agreement) and to all Trademarks (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second Lien Security Agreement. The Second Lien Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Second Lien Credit Agreement and the Second Lien Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

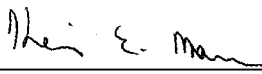
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRUGREEN LIMITED PARTNERSHIP

By: Outdoor Home Services GP LLC, its general partner

By: Outdoor Home Services Midco LLC, its sole member


By:  _____

Name: Kevin E. Mann

Title: Senior Vice President,
Chief Legal Officer and
Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

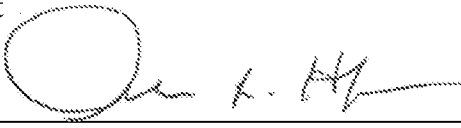
EG SYSTEMS, LLC

By: 

Name: Kevin E. Mann

Title: Senior Vice President,
Chief Legal Officer and
Secretary

DELAWARE TRUST COMPANY,
as Agent

By: 

Name: Alan R. Halpern
Title: Vice President

SCHEDULE I

Trademark Registrations

<u>Grantor</u>	<u>Trademark Name</u>	<u>Country/State</u>	<u>Serial No.</u>	<u>Registration No.</u>
TruGreen Limited Partnership	AdvantEdge	United States	85/073,526	3,890,353
TruGreen Limited Partnership	CHEMLAWN	United States	78/064,963	2,532,268
TruGreen Limited Partnership	Go Greener	United States	77/823,583	4,169,615
TruGreen Limited Partnership	Go Greener	United States	77/823,690	4,137,314
TruGreen Limited Partnership	HEALTHY LAWN ANALYSIS	United States	85/073,515	3,855,260
TruGreen Limited Partnership	HEALTHY LAWN GUARANTEE	United States	77/869,949	3,797,860
TruGreen Limited Partnership	HEALTHY TREE & SHRUB GUARANTEE	United States	85/096,956	3,912,620
TruGreen Limited Partnership	LEAF (DESIGN)	United States	77/821,971	3,815,756
TruGreen Limited Partnership	LEAF (DESIGN)	United States	77/821,970	3,823,144
TruGreen Limited Partnership	LEISURE LAWN	United States	73/056,116	1,034,116
TruGreen Limited Partnership	leisure lawn (and design)	United States	73/120,727	1,097,020
TruGreen Limited Partnership	LIVE LIFE OUTSIDE	United States	86/356,918	4,878,268
TruGreen Limited Partnership	OFFICIAL SPONSOR OF SPRING	United States	86/185,429	4,560,469
TruGreen Limited Partnership	TRUCOMPLETE	United States	85/849,275	4,460,182

<u>Grantor</u>	<u>Trademark Name</u>	<u>Country/State</u>	<u>Serial No.</u>	<u>Registration No.</u>
TruGreen Limited Partnership	TruExpert	United States	85/905,987	4,569,423
TruGreen Limited Partnership	TRUGREEN	United States	78/065,182	2,543,094
TruGreen Limited Partnership	TRUGREEN	United States	85/641,957	4,566,170
TruGreen Limited Partnership	TRUGREEN GO GREENER	United States	85/063,305	4,078,866
TruGreen Limited Partnership	TRUGREEN GO GREENER	United States	85/063,297	4,078,865
TruGreen Limited Partnership	TruGreen LandCare	United States	76/007,791	2,575,183
TruGreen Limited Partnership	TRUHEALTH	United States	85/849,266	4,460,181
TruGreen Limited Partnership	TRUMAINTENANCE	United States	85/849,235	4,460,180
TruGreen Limited Partnership	TRUNATURAL	United States	77/321,006	3,616,893
TruGreen Limited Partnership	TruShield	United States	77/166,872	3,387,979
TruGreen Limited Partnership	TruSignature	United States	86/117,667	4,611,287
TruGreen Limited Partnership	TruStories	United States	85/196,283	4,017,235
TruGreen Limited Partnership	TURFWORKS	United States	78/084,880	2,578,889
TruGreen Limited Partnership	TRUFRIENDS	United States	87/336,281	5,460,183
TruGreen Limited Partnership	MOSQUITO-FREE GUARANTEE (AND DESIGN)	United States	87/336,304	5,366,329
TruGreen Limited Partnership	TRUGREEN MOSQUITO DEFENSE (AND DESIGN)	United States	87/336,290	5,366,327

<u>Grantor</u>	<u>Trademark Name</u>	<u>Country/State</u>	<u>Serial No.</u>	<u>Registration No.</u>
TruGreen Limited Partnership	HEALTHY LAWN GUARANTEE (BANNER DESIGN)	United States	87/333,508	5,295,787
TruGreen Limited Partnership	PREMIER GREEN	United States	87/818,250	5,782,816
TruGreen Limited Partnership	LAWNAMERICA MAKING YOUR NEIGHBORHOOD MORE BEAUTIFUL (AND DESIGN)	United States	78/278,942	2,927,830
EG Systems, LLC	LAWNOPEDIA	United States	85/235,887	4,124,079

Pending Trademark Applications

<u>Grantor</u>	<u>Trademark Name</u>	<u>Country/State</u>	<u>Appl. #</u>	<u>Status</u>	<u>Registration No.</u>
TruGreen Limited Partnership	TRUCONNECT	United States	88/699,327	Pending	N/A
TruGreen Limited Partnership	LAWNAMERICA	United States	88/737,302	Pending	N/A.