

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRUGREEN LIMITED PARTNERSHIP		11/02/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5295787	HEALTHY LAWN GUARANTEE	
Registration Number:	5366327	TRUGREEN MOSQUITO DEFENSE	
Registration Number:	5366329	MOSQUITO-FREE GUARANTEE	
Registration Number:	5460183	TRUFRIENDS	
Registration Number:	5782816	PREMIER GREEN	
Registration Number:	2927830	LAWNAMERICA MAKING YOUR NEIGHBORHOOD MOR	
Serial Number:	88699327	TRUCONNECT	
Serial Number:	88737302	LAWNAMERICA	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	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		

CH \$215.00 5295787

NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	11/03/2020
Total Attachments: 6 source=TruGreen - First Lien Supplemental TM Security Agreement (Executed Version)(37232987.1)#page1.tif source=TruGreen - First Lien Supplemental TM Security Agreement (Executed Version)(37232987.1)#page2.tif source=TruGreen - First Lien Supplemental TM Security Agreement (Executed Version)(37232987.1)#page3.tif source=TruGreen - First Lien Supplemental TM Security Agreement (Executed Version)(37232987.1)#page4.tif source=TruGreen - First Lien Supplemental TM Security Agreement (Executed Version)(37232987.1)#page5.tif source=TruGreen - First Lien Supplemental TM Security Agreement (Executed Version)(37232987.1)#page6.tif	

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”), in favor of JPMORGAN CHASE BANK, N.A., a United States national association, as administrative agent (the “Agent”) for itself, the several banks and other financial institutions (the “Lenders”) that are parties to the First Lien Credit Agreement, dated as of April 13, 2016 (as amended, supplemented or otherwise modified from time to time, the “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 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 Credit Agreement, the Borrower and the Guarantors have executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of April 13, 2016, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Borrower 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 Borrower has 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 Borrower agrees 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 Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Borrower hereby confirms 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 Borrower’s right, title and interest in (subject only to Liens permitted under the 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 Borrower 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 Security Agreement. The 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 Borrower does 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 Credit Agreement and the 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: Kevin E. Mann

Name: Kevin E. Mann

Title: Senior Vice President,
Chief Legal Officer and
Secretary

JPMORGAN CHASE BANK, N.A., as
as Agent

By:  _____

Name: Jeffrey C Miller
Title: Executive Director

SCHEDULE I

Trademark Registrations

	<u>Trademark</u>	<u>Reg. #</u>	<u>Appl. #</u>	<u>Status</u>	<u>Owner (USPTO)</u>
1	<u>HEALTHY LAWN GUARANTEE</u>	<u>5,295,787</u>	<u>87333508</u>	<u>Current</u>	<u>TruGreen Limited Partnership (composed of: Outdoor Home Services GP LLC)</u>
2	<u>TRUGREEN MOSQUITO DEFENSE</u>	<u>5,366,327</u>	<u>87336290</u>	<u>Current</u>	<u>TruGreen Limited Partnership (composed of: Outdoor Home Services GP LLC)</u>
3	<u>MOSQUITO-FREE GUARANTEE</u>	<u>5,366,329</u>	<u>87336304</u>	<u>Current</u>	<u>TruGreen Limited Partnership (composed of: Outdoor Home Services GP LLC)</u>
4	<u>TRUFRIENDS</u>	<u>5,460,183</u>	<u>87336281</u>	<u>Current</u>	<u>TruGreen Limited Partnership (composed of: Outdoor Home Services GP LLC)</u>
5	<u>PREMIER GREEN</u>	<u>5,782,816</u>	<u>87818250</u>	<u>Current</u>	<u>TruGreen Limited Partnership (composed of: Outdoor Home Services GP LLC)</u>
6	<u>LAWNAMERICA MAKING YOUR NEIGHBORHOOD MORE BEAUTIFUL (AND DESIGN)</u>	<u>78/278,942</u>	<u>2,927,830</u>	<u>Current</u>	<u>TruGreen Limited Partnership (composed of: Outdoor Home Services GP LLC)</u>

Pending Trademark Applications

	Trademark	Reg. #	Appl. #	Status	Owner (USPTO)
1	TRUCONNECT	N/A	88699327	Pending	TruGreen Limited Partnership (composed of: Outdoor Home Services GP LLC)
2	LAWNAMERICA	N/A	88737302	Pending	TruGreen Limited Partnership (composed of: Outdoor Home Services GP LLC)