

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680490

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SAVATREE, LLC		10/12/2021	Limited Liability Company: DELAWARE
ARBORWELL, LLC		10/12/2021	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	GOLUB CAPITAL MARKETS LLC
Street Address:	200 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10166
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1432503	SAVATREE COMPLETE EXPERT TREE CARE
Registration Number:	1524912	NATURE'S TREE'S
Registration Number:	1573998	ARBOR PATROL
Registration Number:	1812630	ARBORKELP
Registration Number:	2311990	SAVALAWN
Registration Number:	2336349	SAVALAWN
Registration Number:	3199453	ARBORHEALTH
Registration Number:	3294901	DEERTECH
Registration Number:	3567229	OUTSMART HUNGRY DEER.
Registration Number:	3626352	THE GREEN CHOICE
Registration Number:	3758655	THE GREEN CHOICE FOR LAWN CARE
Registration Number:	3758656	THE GREEN CHOICE FOR TREE & SHRUB CARE
Registration Number:	4044309	AUTUMN TREE CARE EXPERTS
Registration Number:	2846875	THRIVE
Registration Number:	5427641	SAVATREE
Registration Number:	5427736	SAVA REE
Registration Number:	5427744	SAVA REE TREE, SHRUB & LAWN CARE

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3934225	404-CUT-TREE
Registration Number:	5203609	SWINGLE LAWN, TREE & LANDSCAPE CARE ESTA
Registration Number:	2910241	ARBORWELL
Registration Number:	2912592	ARBORWELL
Registration Number:	6393254	ARBORBUXUS
Registration Number:	2668891	WHEN NATURE NEEDS HELP...
Registration Number:	1219512	TREE-TECH

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 617.526.9839

Email: ypan@proskauer.com

Correspondent Name: Rachael Walker

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	38263-048
NAME OF SUBMITTER:	Rachael Walker
SIGNATURE:	/Rachael Walker/
DATE SIGNED:	10/12/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated October 12, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of GOLUB CAPITAL MARKETS LLC (“Golub”) as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, ACHEBE MERGERSUB 1 LLC, a Delaware limited liability company (“MergerSub 1” and, prior to the consummation of the Acquisition and the Restructuring, “Holdings”), ACHEBE HOLDINGS LLC, a Delaware limited liability company (“Achebe Holdings” and, following the consummation of the Acquisition and the Restructuring, “Holdings”), ACHEBE MERGERSUB 2 LLC, a Delaware limited liability company (“MergerSub 2” and, prior to the consummation of the Acquisition and the Restructuring, the “Borrower”), CI (QUERCUS) INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (the “Company” and, following the consummation of the Acquisition and the Restructuring, the “Borrower”), Golub, as Administrative Agent and as Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement, dated as of October 12, 2021 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all

amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.


[Signature Pages Follow]

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

SAVATREE, LLC,
as an Initial Grantor

By: 
Name: Anne Marie Lewis
Title: Chief Financial Officer, Treasurer and Secretary

ARBORWELL, LLC,
as an Initial Grantor

By: 
Name: Anne Marie Lewis
Title: Chief Financial Officer, Treasurer and Secretary

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By: 

Name: Marc C. Robinson

Title: Senior Managing Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered Owner/ Grantor	Trademark	Registration No. or Application No.	Status and Application Date or Registration Date
SavATree, LLC.	SAVATREE COMPLETE EX- PERT TREE CARE (Design) 	1,432,503	Registered March 10, 1987
SavATree, LLC.	NATURE'S TREE'S (Design) 	1,524,912	Registered February 14, 1989
SavATree, LLC.	ARBOR PATROL	1,573,998	Registered December 26, 1989
SavATree, LLC.	ARBORKELP	1,812,630	Registered December 21, 1993
SavATree, LLC.	SAVALAWN	2,311,990	Registered January 25, 2000
SavATree, LLC.	SAVALAWN (Design) 	2,336,349	Registered March 28, 2000
SavATree, LLC.	ARBORHEALTH	3,199,453	Registered January 16, 2007
SavATree, LLC.	DEERTECH	3,294,901	Registered September 18, 2007
SavATree, LLC.	OUTSMART HUNGRY DEER.	3,567,229	Registered January 27, 2009
SavATree, LLC.	THE GREEN CHOICE	3,626,352	Registered May 26, 2009
SavATree, LLC.	THE GREEN CHOICE FOR LAWN CARE	3,758,655	Registered March 9, 2010
SavATree, LLC.	THE GREEN CHOICE FOR TREE & SHRUB CARE	3,758,656	Registered March 9, 2010
SavATree, LLC.	AUTUMN TREE CARE EX- PERTS	4,044,309	Registered October 25, 2011
SavATree, LLC.	THRIVE	2,846,875	Registered May 25, 2004
SavATree, LLC.	SAVATREE	5,427,641	

Registered Owner/ Grantor	Trademark	Registration No. or Application No.	Status and Application Date or Registration Date
			Registered March 20, 2018
SavATree, LLC.	SAVATREE (Design) 	5,427,736	Registered March 20, 2018
SavATree, LLC.	SAVATREE TREE SHRUB & LAWN CARE (Design) 	5,427,744	Registered March 20, 2018
SavATree, LLC.	404-CUT-TREE	3,934,225	Registered March 22, 2011
SavATree, LLC.	SWINGLE LAWN, TREE & LANDSCAPE CARE ESTAB- LISHED 1947 (Design) 	5,203,609	Registered May 16, 2017
Arborwell, LLC	ARBORWELL	2,910,241	Registered December 14, 2004
Arborwell, LLC	ARBORWELL (Design) 	2,912,592	Registered December 21, 2004
SavATree, LLC.	ARBORBUXUS	6,393,254	Registered June 22, 2021
SavATree, LLC	WHEN NATURE NEEDS HELP...	2,668,891	Registered December 31, 2002
SavATree, LLC	TREE-TECH	1,219,512	Registered December 7, 1982