

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intermountain Plantings LLC		02/01/2022	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	BrightView Landscapes, LLC		
Street Address:	980 Jolly Road, Suite 300		
City:	Blue Bell		
State/Country:	PENNSYLVANIA		
Postal Code:	19422		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6225078	INTERMOUNTAIN PLANTINGS	
CORRESPONDENCE DATA			
Fax Number:	6106401965		
<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:	6106405800		
Email:	trademarks@stradley.com		
Correspondent Name:	Stradley Ronon Stevens & Young, LLP		
Address Line 1:	Donna Marie Davidson		
Address Line 2:	30 Valley Stream Parkway		
Address Line 4:	Malvern, PENNSYLVANIA 19355		
ATTORNEY DOCKET NUMBER:	191973-5065		
NAME OF SUBMITTER:	Donna Marie Davidson		
SIGNATURE:	/Donna Marie Davidson/		
DATE SIGNED:	03/09/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment"), dated as of February 1, 2022 (the "Effective Date"), is entered into by and between Intermountain Plantings LLC, a Utah Limited Liability Company ("Assignor"), and BrightView Landscapes, LLC, a Delaware limited liability company ("Assignee"). Each of the Assignor and Assignee is herein referred to individually as a "Party" and together as the "Parties."

BACKGROUND

- A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Agreement"), pursuant to which Assignor has agreed to execute and deliver this Assignment; and
- B. Assignor wishes to assign to Assignee all of Assignor's rights, including Intellectual Property Rights, in the Assigned IP (as defined below), and Assignee wishes to acquire such rights.

AGREEMENT

Assignor and Assignee, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, including that under the Agreement, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agree as follows:

1. Definitions.

1.1. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Agreement.

1.2. "Assigned IP" means the Intellectual Property, including the Domain Names and Marks.

1.3. "Domain Names" means the domain name URLs registered by or for the benefit of Assignor, including those set forth on Exhibit A attached hereto.

1.4. "Intellectual Property Rights" means all rights in the Intellectual Property, including rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing.

1.5. "Marks" means the trademarks, trade names, service marks, brand names, logos, trade dress, and marks, whether registered or unregistered, specified in Exhibit B attached hereto, together with all applications and registrations identified therewith, and the goodwill of the business symbolized by and associated with the same, all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party, and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to all of the foregoing rights.

2. Assignment of Assigned IP.

2.1. Assignment. Assignor hereby sells, transfers, conveys, assigns and sets over to Assignee all of its rights (including all Intellectual Property Rights), title, and interest in and to the Assigned IP, together with all goodwill in connection therewith, and Assignor reserves no right in any of the Assigned IP. Assignee hereby accepts all such right, title and interest and assumes all of the duties and obligations of the Assignor arising in connection with, or relating to, the Assigned IP from and after the date hereof.

2.2. Recordation. Assignor authorizes the United States Patent and Trademark Office and any Governmental Entity of any country or countries foreign to the United States whose duty it is to receive or register patents, trademarks or applications therefor, to record Assignee as the owner of the Assigned IP and to issue all registrations for the Assigned IP, to be in the name of Assignee, as assignee of the Assigned IP, for the sole use of Assignee in accordance with the terms of this Assignment. Assignor shall promptly execute all documents, papers, forms and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Domain Names from the Assignor to the Assignee.

3. Further Assurances.

3.1. No Retained Intellectual Property Rights. Assignor hereby acknowledges that it retains no right to use the Assigned IP and agrees not to challenge the validity of Assignee's ownership of the Assigned IP or undertake any actions inconsistent with Assignee's ownership thereof, except as expressly provided in the Transaction Documents. Upon each reasonable request by Assignee, without additional consideration, Assignor agrees to promptly execute such additional assignments and other writings and do such additional reasonable acts as necessary for Assignee to perfect its enjoyment of this grant.

4. Miscellaneous.

4.1. No Impact on Terms of Agreement. Notwithstanding any provision to the contrary set forth herein or in the Agreement or in any document, instrument or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of the Parties) set forth in the Agreement, this Assignment being intended solely to effect the transfer of the Assigned IP strictly in accordance with the terms of the Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall prevail and govern.

4.2. Enforceability. This Assignment is being executed by Assignor and Assignee and shall be binding upon each of them, and their respective successors and consented-to assigns, for the uses and for purposes above set forth and referred to, and shall be effective as of the date hereof.

4.3. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law rule.

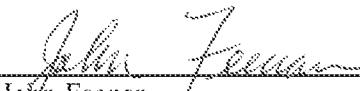
4.4. Counterparts. This Assignment may be executed in one or more counterparts (including by .pdf delivery via email or by facsimile), each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed as of the date first written above.

ASSIGNEE:

BRIGHTVIEW LANDSCAPES, LLC

By: 
Name: John Feenan
Title: Executive Vice President and Chief Financial Officer

ASSIGNOR:

INTERMOUNTAIN PLANTINGS LLC

By: 
Name: Greg R. Larson
Title: Manager of Manager

[Signature Page to Intellectual Property Assignment]