

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jensen Landscape Contractor, LLC		03/31/2022	Limited Liability Company: CALIFORNIA
Monarch Landscape Holdings, LLC		03/31/2022	Limited Liability Company: DELAWARE
Monarch Landscaping WA, LLC		03/31/2022	Limited Liability Company: DELAWARE
Terracare Associates, LLC		03/31/2022	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE, SUITE 300		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3132848	J	
Registration Number:	3221621	JENSEN	
Registration Number:	4363392	NLS NORTHWEST LANDSCAPE SERVICES	
Registration Number:	3526470	NORTHWEST LANDSCAPE SERVICES	
Registration Number:	3920763	TERRACARE ASSOCIATES	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Mark Katz		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		

CH \$140.00 3132848

Address Line 4:	New York, NEW YORK 10036-8299
ATTORNEY DOCKET NUMBER:	11964-462
NAME OF SUBMITTER:	Mark Katz
SIGNATURE:	/Mark Katz/
DATE SIGNED:	03/31/2022
Total Attachments: 5 source=Trademark Security Agreement Executed - Monarch#page1.tif source=Trademark Security Agreement Executed - Monarch#page2.tif source=Trademark Security Agreement Executed - Monarch#page3.tif source=Trademark Security Agreement Executed - Monarch#page4.tif source=Trademark Security Agreement Executed - Monarch#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of March 31, 2022 (this “**Trademark Security Agreement**”), is made by the signatories hereto (the “**Grantors**”) in favor of Midcap Financial Trust, in its capacity as agent (in such capacity, the “**Agent**”) pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Monarch Purchaser, Inc., a Delaware corporation (the “**Initial Borrower**”), and immediately following the Closing Date Assignment and Assumption, Monarch Landscape Companies, LLC, a Delaware limited liability company (“**Holdings**”), Monarch Landscape Holdings, LLC, a Delaware limited liability company (the “**Borrower**”), the Subsidiaries of the Borrower party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as lenders (“**Lenders**”), and the Agent.

WITNESSETH:

WHEREAS, the Grantors are party to that certain Guarantee and Collateral Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Initial Borrower and, immediately following the Closing Date Assignment and Assumption, Holdings, Borrower and the other Domestic Loan Parties signatory thereto, in favor of Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Credit Agreement, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Credit Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantors hereby pledge and grant to the Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of the following Collateral (excluding any Excluded Property) of such Grantors: the Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantors relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by facsimile or other electronic method of any

executed signature page to this Trademark Security Agreement or any other Loan Document shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf") shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[*Signature pages
follow*]

IN WITNESS WHEREOF, the Grantors have duly executed this Trademark Security Agreement as of the date first written above.

GRANTORS:

JENSEN LANDSCAPE CONTRACTOR, LLC

By: Brian D. Helgoe
Name: Brian Helgoe
Title: Chief Executive Officer

MONARCH LANDSCAPE HOLDINGS, LLC

By: Brian D. Helgoe
Name: Brian Helgoe
Title: Chief Executive Officer

MONARCH LANDSCAPING WA, LLC

By: Brian D. Helgoe
Name: Brian Helgoe
Title: Chief Executive Officer

TERRACARE ASSOCIATES, LLC

By: Brian D. Helgoe
Name: Brian Helgoe
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]


AGREED AND ACCEPTED

as of the date first written above:

MIDCAP FINANCIAL TRUST, as Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By:  _____

Name: Maurice Amsellem

Title: Authorized Signatory