

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A Plus Tree, LLC		04/21/2023	Limited Liability Company: CALIFORNIA
ArborPlus, LLC		04/21/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Axos Bank		
Street Address:	4350 La Jolla Village Drive, Suite 100		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6019922	TREEZI	
Registration Number:	5375171	GROW YOUR FOREST IN THE CLOUD	
Registration Number:	5497161		
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy Pecsénye (KH 200061-01007)		
Address Line 1:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	200061-01007		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	04/22/2023		
Total Attachments: 7			

OP \$90.00 6019922

source=Trademark Security Agreement (Executed) (Axos-A Plus)(131035968.1)#page1.tif
source=Trademark Security Agreement (Executed) (Axos-A Plus)(131035968.1)#page2.tif
source=Trademark Security Agreement (Executed) (Axos-A Plus)(131035968.1)#page3.tif
source=Trademark Security Agreement (Executed) (Axos-A Plus)(131035968.1)#page4.tif
source=Trademark Security Agreement (Executed) (Axos-A Plus)(131035968.1)#page5.tif
source=Trademark Security Agreement (Executed) (Axos-A Plus)(131035968.1)#page6.tif
source=Trademark Security Agreement (Executed) (Axos-A Plus)(131035968.1)#page7.tif

MEMORANDUM OF SECURITY AGREEMENT (TRADEMARKS)

This Memorandum of Security Agreement (Trademarks) (this "Trademark Security Agreement") is made as of this 21st day of April, 2023, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), AXOS BANK, in its capacity as lender (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, modified and/or supplemented from time to time the "Credit Agreement"), among A Plus Tree, LLC ("A Plus"), ArborPlus, LLC ("ArborPlus", together with A Plus and each Person joined thereto as borrower from time to time, the "Borrowers" and each a "Borrower"), Hyperion A Plus Tree Holdings, LLC ("Holdings", together with each Person joined thereto as a guarantor from time to time, the "Guarantors" and each a "Guarantor", and together with the Borrowers, the "Loan Parties" and each a "Loan Party") and the Lender, the Lender agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Lender, a continuing security interest in and first priority Lien on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks") and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto, but excluding "intent-to-use" United States trademark applications to the extent that an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or if filed, has not been deemed in conformity with 15 U.S.C. §1051(a) (collectively, "Trademarks"); provided, however that upon filing of an amendment to allege use or statement of use under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), which conforms with 15 U.S.C. §1051(a), such trademarks shall be immediately and automatically deemed "Trademarks" under this Agreement;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with those of the Credit Agreement, the provisions of the Credit Agreement shall govern.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall create or obtain rights to any new Trademarks or Licenses for Trademarks, in each case, constituting Collateral, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new Trademarks or Licenses for Trademarks in accordance with Section 6.14 of the Credit Agreement and/or any other Loan Document, as applicable. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Lender unilaterally (but Lender shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. GOVERNING LAW. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate

counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. LOAN DOCUMENT. This Trademark Security Agreement is a Loan Document for all purposes under the Credit Agreement.

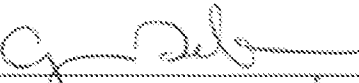
9. INCORPORATION. The provisions of Section 12.12 (Governing Law), Section 12.20 (Consent to Jurisdiction; Exclusive Venue), and Section 12.25 (Waiver of Trial by Jury) of the Credit Agreement are incorporated herein by reference *mutatis mutandis* with the same force and effect as if expressly written herein.

[Remainder of page intentionally left blank; signature page follows.]

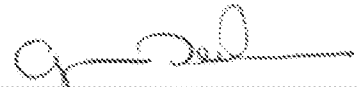
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

A PLUS TREE, LLC,
a California limited liability company


By: 
Name: Cyrus DeVere
Title: CHIEF EXECUTIVE OFFICER

ARBORPLUS, LLC
a California limited liability company

By: 
Name: Cyrus DeVere
Title: CHIEF EXECUTIVE OFFICER

ACCEPTED AND
ACKNOWLEDGED BY:

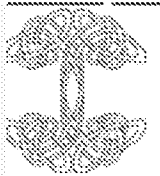
AXOS BANK

By: 
Name: David Park
Title: Executive Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008049 FRAME: 0459

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Owner	Reg / Serial No.	Reg. Date	Goods / Services	Notes
Live (USA)					
TREEZI	A Plus Tree, Inc.	6019922 88219580	3/24/2020	42: Providing temporary use of non-downloadable cloud-based software for managing the sales scheduling and invoicing processes for tree care companies	Outstanding security interest between Source Capital Credit Opportunities IV, LP and A Plus Tree, LLC recorded on 10/04/2022 at reel/frame 7867/0827
GROW YOUR FOREST IN THE CLOUD	A Plus Tree, Inc.	5375171 87486431	01/09/2018	44: tree care services	Outstanding security interest between Source Capital Credit Opportunities IV, LP and A Plus Tree, LLC recorded on 10/04/2022 at reel/frame 7867/0827
	A Plus Tree, LLC	5497161	06/19/2018	Landscape design; Tree care services	Color is not claimed as a feature of the mark. The mark consists of a stylized tree including celtic knots representing roots and limbs in a symmetrical pattern.