

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM823010

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lawn Doctor, Inc.		06/30/2023	Corporation: NEW JERSEY
Ecomaids LLC		06/30/2023	Limited Liability Company: DELAWARE
Mosquito Hunters LLC		06/30/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	LD Strategic Capital Debtco, LLC
Street Address:	450 S. Orange Avenue, Suite 1400
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32801
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1000040	LAWN DOCTOR
Registration Number:	1069578	LAWN DOCTOR
Registration Number:	1126621	
Registration Number:	1129386	LAWN DOCTOR
Registration Number:	1255836	TURF TAMER
Registration Number:	4623138	YARD ARMOUR
Serial Number:	85579599	YARD ARMOUR
Serial Number:	86303194	MOSQUITO RID
Registration Number:	3945828	WATERWAY FRIENDLY LAWN DOCTOR
Registration Number:	4584812	PEST DOCTOR
Registration Number:	3941720	YOUR LAWN YOUR CHOICE
Registration Number:	2677572	IMPROVING THE QUALITY OF YOUR LAWN. AND
Registration Number:	2624915	
Registration Number:	2578458	KEEPING LAWNS HEALTHY FOR LIFE
Registration Number:	2258012	
Registration Number:	2225502	

CH \$515.00 1000040

Property Type	Number	Word Mark
Registration Number:	2462030	CORE
Registration Number:	4843837	MOSQUITO HUNTERS
Registration Number:	5016883	MOSQUITO HUNTERS
Registration Number:	3628296	ECOMAIDS

CORRESPONDENCE DATA

Fax Number: 2485668435

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: 2485668434

Email: jkrumpe@honigman.com

Correspondent Name: Honigman LLP

Address Line 1: 650 Trade Centre Way, Suite 200

Address Line 4: Kalamazoo, MICHIGAN 49002-0402

ATTORNEY DOCKET NUMBER:	264161-461496
NAME OF SUBMITTER:	Andrew J. Boes
SIGNATURE:	/Andrew J. Boes/
DATE SIGNED:	07/10/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of this 30th of June, 2023, by each of the undersigned (each, a “**Grantor**” and together, the “**Grantors**”), in favor of LD STRATEGIC CAPITAL DEBT CO, LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, each Grantor is a Guarantor (as defined in the Credit Agreement described below) and has guaranteed the Obligations under and as defined in that certain Credit Agreement dated as of June 30, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) by and among Lawn Doctor, Inc., a New Jersey corporation, as a Borrower, the other Borrowers and Loan Parties party thereto, the Borrower Representative, the financial institutions party thereto from time to time as Lenders and Grantee, pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of June 30, 2023 among Grantee, Grantors and the other Loan Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), each Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of each Grantor, including all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

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

1. Guarantee and Collateral Agreement Controls. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in such Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) all of its Trademarks and all Intellectual Property Licenses providing for the grant by or to any Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule A hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which 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 conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

LAWN DOCTOR, INC.

Jack Miskin

By: _____

Name: Jack Miskin

Title: Chief Financial Officer

ECOMAIDS LLC

Jack Miskin

By: _____

Name: Jack Miskin

Title: Chief Financial Officer

MOSQUITO HUNTERS LLC

Jack Miskin




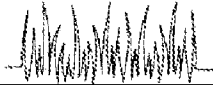
By: _____

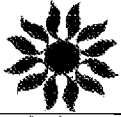



Name: Jack Miskin

Title: Chief Financial Officer

Schedule A

Trademark Registrations

Grantor	Mark	Registration No.	Registration Date	Jurisdiction
Lawn Doctor, Inc.	LAWN DOCTOR	1,000,040	December 17, 1974	United States
Lawn Doctor, Inc.	Lawn*Doctor	1,069,578	July 12, 1977	United States
Lawn Doctor, Inc.		1,126,621	November 6, 1979	United States
Lawn Doctor, Inc.		1,129,386	January 15, 1980	United States
Lawn Doctor, Inc.	Turf Tamer	1,255,836	November 1, 1983	United States
Lawn Doctor, Inc.	YARD ARMOUR	4,623,138	October 21, 2014	United States
Lawn Doctor, Inc.	YARD ARMOUR	85/579599	March 26, 2012	United States
Lawn Doctor, Inc.	MOSQUITO RID	86303194	June 6, 2014	United States
Lawn Doctor, Inc.		3,945,828	April 12, 2011	United States
Lawn Doctor, Inc.	PEST DOCTOR	4584812	August 12, 2014	United States
Lawn Doctor, Inc.	YOUR LAWN YOUR CHOICE	3,941,720	April 5, 2011	United States
Lawn Doctor, Inc.	IMPROVING THE QUALITY OF YOUR LAWN. AND YOUR LIFE.	2,677,572	January 21, 2003	United States
Lawn Doctor, Inc.		2,624,915	September 24, 2002	United States
Lawn Doctor, Inc.	KEEPING LAWNS HEALTHY FOR LIFE	2,578,458	June 11, 2002	United States

Lawn Doctor, Inc.		2,258,012	June 29, 1999	United States
Lawn Doctor, Inc.		2,225,502	February 23, 1999	United States
Lawn Doctor, Inc.		2,462,030	June 19, 2001	United States
	MOSQUITO HUNTERS	4,843,837	November 3, 2015	United States
		5,016,883	August 9, 2016	United States
Ecomaids LLC	ECOMAIDS	3,628,296	May 26, 2009	United States

Trademark Applications

None.

Intellectual Property Licenses

1. Agreements with franchisees of Lawn Doctor, Inc., which grant to each Lawn Doctor Strategic Partner the right to use certain owned intellectual property in the conduct of the franchise business.
2. Software License and Support Agreements by and between Lawn Doctor, Inc. and Lawn Doctor Strategic Partners, pursuant to which such Lawn Doctor Strategic Partners are granted rights to use certain licensed intellectual property.
3. Bonnet and Webpage Agreements by and between Lawn Doctor, Inc. and Lawn Doctor Strategic Partners, pursuant to which such Lawn Doctor Strategic Partners are granted rights to use certain owned intellectual property and licensed intellectual property.
4. Contracts with franchisee brokers of Lawn Doctor, Inc., which grant to each franchise consultant, broker or sales agent party thereto the right to use owned intellectual property in connection with the services to be provided thereunder.
5. Marketing Services Agreement between Lawn Doctor, Inc. and Process Peak dated March 11, 2011.
6. Rackspace Website Hosting Services Agreement between Lawn Doctor, Inc. and Rackspace US, Inc. dated December 15, 2010.
7. Rackspace Email Hosting Services Agreement between Lawn Doctor, Inc. and Rackspace US, Inc. dated March 11, 2013.
8. Standard License Agreement between Lawn Doctor, Inc. and Exact Software North America, LLC dated August 31, 2012.
9. Master Services Agreement between Lawn Doctor, Inc. and Geo-SoftWorks, LLC dated July 1, 2010.
10. Master Subscription Agreement between Lawn Doctor, Inc. and FranConnect, LLC dated July 1, 2013.
11. Enterprise License Agreement between Lawn Doctor, Inc. and Evocats, Inc. dba ReadyTalk dated March 1, 2009.
12. Preferred Vendor Agreement between Lawn Doctor, Inc. and Yodle, Inc. dated July 1, 2013.
13. Master Services Agreement between Lawn Doctor, Inc. and Bright Wave Marketing, Inc., dated September 30, 2014.