

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC		06/30/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Lawn Doctor, Inc.		
Street Address:	142 State Highway 34		
City:	Holmdel		
State/Country:	NEW JERSEY		
Postal Code:	07733		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 17			
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		
Registration Number:	2462030	CORE	
CORRESPONDENCE DATA			

CH \$440.00 1000040

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
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NAME OF SUBMITTER:	Andrew J. Boes
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SIGNATURE:	/Andrew J. Boes/
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DATE SIGNED:	07/08/2023
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT RELEASE AND REASSIGNMENT

THIS TRADEMARK SECURITY AGREEMENT RELEASE AND REASSIGNMENT is made as of June 30, 2023, by MADISON CAPITAL FUNDING LLC (“Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, LAWN DOCTOR, INC., a New Jersey corporation (“Grantor”), and Agent were parties to that certain Trademark Security Agreement dated as of December 12, 2014 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Agent in certain Trademarks (as defined in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 12, 2014, at Reel 005418, Frame 0358;

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

- (i) all of its Trademarks and all Intellectual Property Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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.

2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent’s right, title and interest in and to the Trademarks and the Trademark Collateral.

3. Agent hereby terminates and cancels the Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Security Agreement Release and Reassignment to be executed as of the day and year first above written.





MADISON CAPITAL FUNDING LLC




DocuSigned by:

Jeff Karczynski

By: _____
Name: Jeff Karczynski
Title: Director

SCHEDULE 1

Trademark	Registration Number	Registration Date	Jurisdiction
LAWN DOCTOR	1,000,040	December 17, 1974	United States
Lawn*Doctor	1,069,578	July 12, 1977	United States
	1,126,621	November 6, 1979	United States
	1,129,386	January 15, 1980	United States
Turf Tamer	1,255,836	November 1, 1983	United States
YARD ARMOUR	4623138	October 21, 2014	United States
YARD ARMOUR	85/579599	March 26, 2012	United States
MOSQUITO RID	86303194	June 6, 2014	United States
	3,945,828	April 12, 2011	United States
PEST DOCTOR	4584812	August 12, 2014	United States
YOUR LAWN YOUR CHOICE	3,941,720	April 5, 2011	United States
IMPROVING THE QUALITY OF YOUR LAWN. AND YOUR LIFE.	2,677,572	January 21, 2003	United States
	2,624,915	September 24, 2002	United States

Trademark	Registration Number	Registration Date	Jurisdiction
KEEPING LAWN HEALTHY FOR LIFE	2,578,458	June 11, 2002	United States
	2,258,012	June 29, 1999	United States
	2,225,502	February 23, 1999	United States
	2,462,030	June 19, 2001	United States

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. Extranet 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.