

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829293

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mariani Enterprises, LLC		07/13/2023	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Midcap Financial Trust, as Agent		
Street Address:	7255 Woodmont Avenue, Suite 300		
Internal Address:	Attn: Account Manager for Mariani Enterprises		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5212232	BLUE	
Registration Number:	5145639	BLUE LANDSCAPE CONTRACTING GROUP	
Registration Number:	5238420	BEAUTIFYING LANDSCAPES UPGRADING ENVIRON	
CORRESPONDENCE DATA			
Fax Number:	2124920722		
	<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) 373-3722		
Email:	rjerry@paulweiss.com, kshmorhun@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Ruel V Jerry		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	023279-00022		
NAME OF SUBMITTER:	Ruel V Jerry		
SIGNATURE:	/Ruel Jerry/		
DATE SIGNED:	08/03/2023		

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Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Agreement") made as of this 13th day of July, 2023, by Mariani Enterprises, LLC, an Illinois limited liability company ("Grantor"), in favor of Midcap Financial Trust, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (as successor by appointment to Apogem Capital LLC) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement, dated as of March 24, 2021 (as amended by the First Amendment to Credit Agreement, dated as of July 26, 2021, by the Second Amendment to Credit Agreement, dated as of October 29, 2021, by the Third Amendment to Credit Agreement, dated as of December 17, 2021, by the Fourth Amendment to Credit Agreement, dated as of December 30, 2021, by the Fifth Amendment to Credit Agreement, dated as of May 6, 2022, by the Sixth Amendment to Credit Agreement, dated as of January 11, 2023, by the Seventh Amendment to Credit Agreement, dated as of June 16, 2023, by the Eighth Amendment to Credit Agreement of even date herewith and as the same may be further amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement, dated as of March 24, 2021, among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

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, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, a lien on, security interest in, pledge on and right of set-off against any and all of Grantor's right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks; and

(ii) all products, royalties and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with such Trademarks;

provided that the foregoing grant of a lien, security interest, pledge and right of set-off will not cover 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 by the United States Patent and Trademark Office.

3. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or other electronic communication to this Agreement shall bind the parties to the same extent as would a manually executed counterpart.

[signature page follows]

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

MARIANI ENTERPRISES, LLC, as Grantor

By:  _____
Name: Bryan Christianen

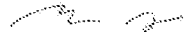
Title: Chief Executive Officer and Assistant Secretary

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

[Notice of Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 008155 FRAME: 0854

SCHEDULE 1

U.S. FEDERAL TRADEMARK REGISTRATIONS

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
BLUE	87088358 June 29, 2016	5212232 May 30, 2017
BLUE LANDSCAPE CONTRACTING GROUP 	87088382 June 29, 2016	5145639 Feb 21, 2017
BEAUTIFYING LANDSCAPES UPGRADING ENVIRONMENTS	87088793 June 29, 2016	5238420 July 4, 2017