

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM830286

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CAPITALA PRIVATE ADVISORS, LLC		08/07/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Landscaping Partners, LLC		
<b>Street Address:</b>	245 Wilson Pike Circle		
<b>City:</b>	Brentwood		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37027		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6488427	AMERICAN LANDSCAPING PARTNERS	
<b>Registration Number:</b>	6573693	AMERICAN LANDSCAPING PARTNERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125212875		
<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>			
<b>Phone:</b>	3125212775		
<b>Email:</b>	asacharoff@muchlaw.com		
<b>Correspondent Name:</b>	Adam K Sacharoff		
<b>Address Line 1:</b>	191 N Wacker Drive, Suite 1800		
<b>Address Line 2:</b>	MUCH SHELIST, PC		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	0014575.0082		
<b>NAME OF SUBMITTER:</b>	Adam K Sacharoff		
<b>SIGNATURE:</b>	/adamksacharoff/		
<b>DATE SIGNED:</b>	08/08/2023		
<b>Total Attachments: 5</b>			
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**OMNIBUS RELEASE OF TRADEMARK SECURITY AGREEMENTS**

THIS OMNIBUS RELEASE OF TRADEMARK SECURITY AGREEMENTS (this “**Release**”) is made as of August 7, 2023, by Capitala Private Advisors, LLC, a Delaware limited liability company, as administrative and Agent (in such capacity, “**Agent**”) on behalf of itself and the Secured Parties (as defined in the Guarantee and Collateral Agreement) for the benefit of American Landscaping Partners LLC, a Delaware limited liability company (“**ALP**”), Fairfield Construction, LLC, a Pennsylvania limited liability company (“**Fairfield Construction**”), C & G Turf Management, LLC, a Tennessee limited liability company (“**C&G**”), Turfscape LLC, an Ohio limited liability company (“**Turfscape**”), Impullitti Landscaping LLC, an Ohio limited liability company (“**Impullitti**”) and GreenEarth Southeast, LLC, a Delaware limited liability company (“**GreenEarth**”; together with ALP, Fairfield Construction, C&G, Turfscape and Impullitti and each Person who becomes a borrower under the Credit Agreement, collectively the “**Borrowers**” and each a “**Borrower**”), the Lenders party thereto and. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Credit Agreement (as defined below), the Guarantee and Collateral Agreement (as defined below) or the Trademark Security Agreements (as defined below), as applicable.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 9, 2020, as amended by that certain First Amendment to Credit Agreement dated July 30, 2021, that certain Consent, Waiver and Second Amendment to Credit Agreement dated August 11, 2021, that certain Consent and Third Amendment to Credit Agreement dated December 30, 2021 and that certain Consent and Fourth Amendment to Credit Agreement dated April 28, 2023 (as further amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”), by and among CBC ALP HoldCo LLC, a Delaware limited liability company (“**Holdings**”), Borrower, Agent and the Lenders party thereto, Borrower executed and delivered to Agent that certain Guarantee and Collateral Agreement by and between Borrower, Holdings and Agent dated as of November 9, 2020 (the “**Guarantee and Collateral Agreement**”) and certain of the Borrowers entered into those Trademark Security Agreements listed on Schedule I hereto (collectively, the “**Trademark Security Agreements**”).

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreements, certain of the Borrowers granted to Agent its benefit and for the benefit of the Secured Parties a Lien on and security interest in, all of such Borrower’s right, title and interest in, to and under certain Collateral of such Borrower, including, without limitation, the Trademark Collateral, as defined below; and

WHEREAS, certain of the Borrowers have requested that Agent, and Agent desires to, enter into this Release to terminate and release any security interest Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby states as follows:

1. Release of Security Interest. Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreements and automatically and unconditionally discharges, releases and terminates any and all security interests that Agent has pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreements in any and all of any right, title and interest it has in any of the following (collectively the “**Trademark Collateral**”):

(a) each Trademark owned by Borrowers listed on Schedule II 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, each such Trademark; and

(b) all products and proceeds of the forgoing, including any claim by Borrower against third parties for past, present or future (a) infringement or dilution of any Trademark owned by any Borrower, or (b) injury to the goodwill associated with any Trademark owned by any Borrower.

2. Recordation. Agent hereby authorizes the recordation of this Release with the United States Patent and Trademark Office and any other applicable registry.

3. Further Assurances. Agent agrees to take all further actions, and provide to each Borrower and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as such Borrower and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

4. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

-- Remainder of Page Intentionally Blank; Signature Page Follows --

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

**CAPITALA PRIVATE ADVISORS, LLC,**  
as Agent




By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A large, stylized handwritten signature in black ink is written over the signature lines. The signature is highly cursive and appears to be a name starting with 'M'. Below the signature, there is a thick, dark horizontal scribble.

## **Schedule I**

1. Trademark Security Agreement executed by American Landscaping Partners LLC in favor of Agent, dated as of August 11, 2021.
2. Trademark Security Agreement executed by C & G Turf Management, LLC in favor of Agent, dated as of August 11, 2021.
3. Trademark Security Agreement executed by Fairfield Construction, LLC in favor of Agent, dated as of August 11, 2021.
4. Trademark Security Agreement executed by Turfscape LLC in favor of Agent, dated as of August 11, 2021.
5. Trademark Security Agreement executed by Impullitti Landscaping, LLC in favor of Agent, dated as of December 30, 2021.

**Schedule II**

Name of Owner	Trademark	Application #	Application Date	Registration #	Registration Date
AMERICAN LANDSCAPING PARTNERS LLC	AMERICAN LANDSCAPING PARTNERS 	90450231	January 6, 2021	6573693	November 30, 2021
AMERICAN LANDSCAPING PARTNERS LLC	AMERICAN LANDSCAPING PARTNERS	90450215	January 6, 2021	6488427	September 14, 2021
C & G Management LLC	COLOR BURST	N/A	N/A	60564 - TN	June 4, 2021
FAIRFIELD CONSTRUCTION, LLC	FL FAIRFIELD LANDSCAPING 	90315388	November 12, 2020	6475238	September 7, 2021
FAIRFIELD CONSTRUCTION, LLC	FL 	90315367	November 12, 2020	6475237	September 7, 2021
FAIRFIELD CONSTRUCTION, LLC	FAIRFIELD LANDSCAPING	90315353	November 12, 2020	6475236	September 7, 2021
Impullitti Landscaping, LLC	ENJOY THE VIEW!	85728281	September 13, 2012	4331845	May 7, 2013
TURFSCAPE LLC	Turfscape Inc. with tree and grass			4311472	March 25, 2019