

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Previously Recorded at Reel/Frame (5313/0642)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG		01/10/2024	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	BRIGHTVIEW COMPANIES, LLC (formerly known as VALLEYCREST COMPANIES, LLC)		
Street Address:	980 Jolly Road		
Internal Address:	Suite 300		
City:	Blue Bell		
State/Country:	PENNSYLVANIA		
Postal Code:	19422		
Entity Type:	Limited Liability Company: CALIFORNIA		
Name:	U.S. LAWN, INC.		
Street Address:	4407 Vineland Road		
Internal Address:	Suite D 15		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32811		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	4382564	GPS TREETRACK	
Registration Number:	3482932	ESTATE GARDENS BY VALLEYCREST	
Registration Number:	3519607	PHIL GRAHAM STUDIO VALLEYCREST DESIGN GRO	
Registration Number:	3428790	HRP STUDIO VALLEYCREST DESIGN GROUP	
Registration Number:	2889773		
Registration Number:	3058025		
Registration Number:	3145823		
Registration Number:	2977025		
Registration Number:	2942535		
Registration Number:	2891662		

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Property Type	Number	Word Mark
Registration Number:	2266591	
Registration Number:	3123946	THE WORKFORCE OF NATURE
Registration Number:	2821662	THE WORKFORCE OF NATURE
Registration Number:	2830621	THE WORKFORCE OF NATURE
Registration Number:	2897023	
Registration Number:	2927485	RAYMOW
Registration Number:	2889771	VALLEYCREST
Registration Number:	2282997	VALLEYCREST
Registration Number:	3162994	VALLEYCREST
Registration Number:	2887156	VALLEYCREST
Registration Number:	2889770	VALLEYCREST
Registration Number:	2997238	VALLEY CREST TREE COMPANY THE TREE GROWI
Registration Number:	2889769	VALLEYCREST
Registration Number:	3315603	ESTATE GARDENS BY VALLEYCREST
Registration Number:	3360996	COMSTOCK STUDIO VALLEYCREST DESIGNGROUP
Registration Number:	3358081	VALLEYCREST DESIGN GROUP
Registration Number:	3374411	JAMES HYATT STUDIO VALLEYCREST DESIGNGRO
Registration Number:	3390255	SITWORKS STUDIO VALLEYCREST DESIGN GROU
Registration Number:	3389638	STEP OUT TO YOUR WORLD
Registration Number:	3615616	PARINELLA STUDIO
Registration Number:	3619003	VALLEYCREST DESIGN GROUP PARINELLA STUDI
Registration Number:	1596756	
Registration Number:	2937423	
Registration Number:	2904609	
Registration Number:	3219575	NATIONAL STRENGTH, LOCAL COMMITMENT
Registration Number:	3047863	U.S. LAWNS
Registration Number:	3152508	U.S. LAWNS
Registration Number:	1980654	US LAWN
Registration Number:	1476402	US-LAWN

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552592

Email: jnull@stblaw.com

Correspondent Name: Courtney Welshimer

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	001898/0022
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	01/10/2024

Total Attachments: 5

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**CONFIRMATION OF TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This CONFIRMATION OF TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Termination and Release”), dated as of January 10, 2024, is made by Credit Suisse AG, as collateral agent (in such capacity, the “Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the Second Lien Credit Agreement referred to below, in favor of BRIGHTVIEW COMPANIES, LLC (formerly known as VALLEYCREST COMPANIES, LLC), a California limited liability company, and U.S. LAWNS, INC., a Florida corporation (each, a “Grantor”, and collectively, the “Grantors”).

WITNESSETH:

WHEREAS, reference is made to the Second Lien Credit Agreement, dated as of December 18, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among BrightView Holdings, Inc. (f/k/a Garden Acquisition Holdings, Inc.), a Delaware corporation (“Holdings”), Garden Merger Sub, LLC, a Delaware limited liability company (“MergerSub”), BrightView Landscapes, LLC (f/k/a The Brickman Group Ltd. LLC), a Delaware limited liability company (the “Borrower”), the Lenders from time to time party thereto, and Credit Suisse AG, as the Administrative Agent and the Agent;

WHEREAS, in connection with the Credit Agreement, the Borrower and the Subsidiaries from time to time party thereto executed and delivered a Second Lien Security Agreement, dated as of December 18, 2013 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”) and each Grantor executed a Supplement to the Second Lien Security Agreement, whereby each Grantor became a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor;

WHEREAS, pursuant to the Security Agreement, the Grantors are party to that certain Second Lien Grant of Security Interest in Trademark Rights, dated as of June 30, 2014, in favor of the Agent (the “Trademark Security Agreement”), pursuant to which each Grantor granted a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks listed on Schedule I hereto, to the Agent for the benefit of the Secured Parties as collateral security for the payment and performance when due of the Obligations;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on July 1, 2014 at Reel 5313 and Frame 0642;

WHEREAS, pursuant to Section 13.1 of the Credit Agreement and Section 6.5 of the Security Agreement, on or around July 2, 2017, the Agent’s Security Interest in all collateral, including the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks listed on Schedule I hereto, was automatically released upon the

termination of the Credit Agreement and the Borrower's repayment of the Obligations thereunder (the "2017 Release"),

WHEREAS, notwithstanding the 2017 Release, a notice of the termination and release of the Security Interest in the Collateral (as defined in the Trademark Security Agreement) was not filed with the United States Patent and Trademark with respect to the Trademark Security Agreement; and

WHEREAS, the Agent now desires to confirm its termination and release of the entirety of its Security Interest in the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks listed on Schedule I hereto.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

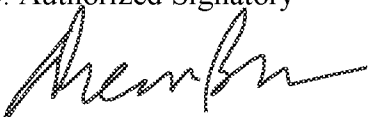
1. Definitions. All capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings provided or provided by reference in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release of Security Interest. The Agent hereby confirms, without recourse, representation or warranty of any kind, that the 2017 Release terminated the Trademark Security Agreement and terminated, released, cancelled and discharged the Agent's Security Interest in the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks listed on Schedule I hereto, and any right, title or interest of the Agent in such Collateral thereby became null and void. Notwithstanding the foregoing, to the extent it is deemed that the 2017 Release did not effect such termination, release, cancellation, and discharge, with this Termination and Release the Agent hereby, without recourse, representation or warranty of any kind, terminates, releases, cancels, and discharges its Security Interest in the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks referred to on Schedule I hereto. If and to the extent the Collateral Agent acquired any right, title or interest in the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks listed on Schedule I hereto, the Collateral Agent, without recourse, representation or warranty of any kind, hereby re-assigns, re-transfers and conveys such right, title or interest to the applicable Grantor.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably requested by any Grantor, at such Grantor's sole cost and expense, to more fully effectuate the release of the Security Interest contemplated hereby. The Agent hereby authorizes and requests that the United States Patent and Trademark Office record this Termination and Release.
4. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CREDIT SUISSE, AG, acting through its
Cayman Islands Branch, as Collateral
Agent

By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: Doreen Barr
Title: Authorized Signatory

Schedule I

Owner	Mark	Reg. No./ Serial No.
Brightview Companies, LLC	GPS TREETRACK	4,382,564
Brightview Companies, LLC	ESTATE GARDENS BY VALLEYCREST	3,482,932
Brightview Companies, LLC	PHIL GRAHAM STUDIO VALLEYCREST DESIGNGROUP	3,519,607
Brightview Companies, LLC	HRP STUDIO VALLEYCREST DESIGN GROUP	3,428,790
Brightview Companies, LLC	Design only	2,889,773
Brightview Companies, LLC	Design only	3,058,025
Brightview Companies, LLC	Design only	3,145,823
Brightview Companies, LLC	Design only	2,977,025
Brightview Companies, LLC	Design only	2,942,535
Brightview Companies, LLC	Design only	2,891,662
Brightview Companies, LLC	Design only	2,266,591
Brightview Companies, LLC	THE WORKFORCE OF NATURE	3,123,946
Brightview Companies, LLC	THE WORKFORCE OF NATURE	2,821,662
Brightview Companies, LLC	THE WORKFORCE OF NATURE	2,830,621
Brightview Companies, LLC	Design only	2,897,023
Brightview Companies, LLC	RAYMOW	2,927,485
Brightview Companies, LLC	VALLEYCREST	2,889,771
Brightview Companies, LLC	VALLEYCREST	2,282,997
Brightview Companies, LLC	VALLEYCREST	3,162,994
Brightview Companies, LLC	VALLEYCREST	2,887,156
Brightview Companies, LLC	VALLEYCREST	2,889,770
Brightview Companies, LLC	VALLEY CREST TREE COMPANY THE TREE GROWING & TREE MOVING COMPANY	2,997,238
Brightview Companies, LLC	VALLEYCREST	2,889,769
Brightview Companies, LLC	ESTATE GARDENS BY VALLEYCREST	3,315,603
Brightview Companies, LLC	COMSTOCK STUDIO VALLEYCREST DESIGNGROUP	3,360,996
Brightview Companies, LLC	VALLEYCREST DESIGN GROUP	3,358,081
Brightview Companies, LLC	JAMES HYATT STUDIO VALLEYCREST DESIGNGROUP	3,374,411
Brightview Companies, LLC	SITWORKS STUDIO VALLEYCREST DESIGN GROUP	3,390,255
Brightview Companies, LLC	STEP OUT TO YOUR WORLD	3,389,638
ValleyCrest Companies LLC	PARINELLA STUDIO	3,615,616

Owner	Mark	Reg. No./ Serial No.
ValleyCrest Companies LLC	VALLEYCREST DESIGN GROUP PARINELLA STUDIO	3,619,003
U.S. Lawns, Inc.	Design only	1,596,756
U.S. Lawns, Inc.	Design only	2,937,423
U.S. Lawns, Inc.	Design only	2,904,609
U.S. Lawns, Inc.	NATIONAL STRENGTH, LOCAL COMMITMENT	3,219,575
U.S. Lawns, Inc.	U.S. LAWNS	3,047,863
U.S. Lawns, Inc.	Design only	3,152,508
U.S. Lawns, Inc.	US LAWN	1,980,654
U.S. Lawns, Inc.	Design only	1,476,402