

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM867959

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	PARTIAL TERMINATION AND RELEASE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMORGAN CHASE BANK, N.A., AS SUCCESSOR AGENT		01/12/2024	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. LAWNS, INC.		
<b>Street Address:</b>	980 JOLLY ROAD		
<b>City:</b>	BLUE BELL		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19422		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1596756		
<b>Registration Number:</b>	2937423		
<b>Registration Number:</b>	2904609		
<b>Registration Number:</b>	3219575	NATIONAL STRENGTH, LOCAL COMMITMENT	
<b>Registration Number:</b>	3047863	U.S. LAWNS	
<b>Registration Number:</b>	3152508	U.S. LAWNS	
<b>Registration Number:</b>	1980654	US LAWN	
<b>Registration Number:</b>	1476402	US-LAWN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		

OP \$215.00 1596756

<b>ATTORNEY DOCKET NUMBER:</b>	2237136 TM REL
<b>NAME OF SUBMITTER:</b>	Caroline Hughes
<b>SIGNATURE:</b>	/Caroline Hughes/
<b>DATE SIGNED:</b>	01/12/2024

**Total Attachments: 4**

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

This PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Termination and Release”) dated as of January 12, 2024, is made by JPMORGAN CHASE BANK, N.A. (in its individual capacity, “JPMorgan”), as Administrative Agent, Collateral Agent, Swingline Lender and a Letter of Credit Issuer (as successor to Morgan Stanley Senior Funding, Inc. (“Morgan Stanley”) in each such capacity, together with its successors, the “Agent” or “Successor Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the First Lien Credit Agreement referred to below, in favor of U.S. LAWNS, INC., a Florida corporation (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to (a) the First 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 Morgan Stanley, as the Administrative Agent, the Collateral Agent, a Letter of Credit Issuer and the Swingline Lender (in such capacities, the “Former Agent”), (b) the First Lien Security Agreement, dated as of December 18, 2013, among Holdings, MergerSub, the Borrower, the Subsidiary Grantors (as defined therein) from time to time party thereto, and Morgan Stanley, as Collateral Agent for the benefit of the Secured Parties (as defined in the Credit Agreement) (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”), and (c) that certain Grant of Security Interest in Trademark Rights, dated as of June 30, 2014, between the Grantor, the other grantor party thereto and the Former Agent (the “Trademark Security Agreement”), the Grantor granted a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Trademark Security Agreement) to the Former Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations (as defined in the Credit Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on July 1, 2014 at Reel 5313 and Frame 0608;

WHEREAS, the Collateral included, among other things, the Trademarks (as defined in the Security Agreement) of the Grantor listed on Schedule A attached hereto, including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Released Trademark Collateral”);

WHEREAS, pursuant to the Resignation and Appointment Agreement, dated as of August 15, 2018, by and among the Former Agent, the Successor Agent, Holdings and the Borrower, among other things, the Former Agent assigned to the Successor Agent the Security Interest in the Collateral, including the Released Trademark Collateral, granted to the Former Agent under the

Security Agreement and the Trademark Security Agreement, and the Successor Agent assumed such Security Interest, for its benefit and the benefit of the other Secured Parties;

WHEREAS, the Grantor has requested and the Agent has agreed to provide this Termination and Release in order to terminate and release the entirety of its Security Interest in the Released Trademark Collateral.

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. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Partial Termination and Release, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreement, the Security Agreement or the Credit Agreement, as applicable.

2. Release of Security Interest in Released Trademark Collateral. The Agent, without recourse, representation or warranty, hereby terminates, releases, discharges and cancels all of its Security Interest in the Released Trademark Collateral and any right, title or interest of the Agent in the Released Trademark Collateral shall hereby cease and become void. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral, the Agent hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantor.

3. Partial Release. This Termination and Release is applicable only and solely with respect to the Released Trademark Collateral and to no other Collateral arising under the Trademark Security Agreement. Except as expressly modified hereby, the Trademark Security Agreement and the Security Agreement shall remain in full force and effect, each in accordance with the provisions thereof on the date thereof.

4. Further Assurances. The Agent hereby agrees, upon the reasonable request and at the sole expense of the Grantor, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Released Trademark Collateral contemplated hereby. The Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Termination and Release.

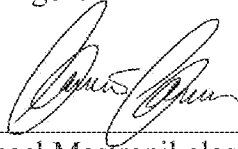
5. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of State of New York.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

JPMORGAN CHASE BANK, N.A.  
as Successor Agent

By:   
Name: Michael Mastronikolas  
Title: Vice President

**SCHEDULE A**

<b>Owner</b>	<b>Mark</b>	<b>Reg. No./ Serial No.</b>
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

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