

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Campanella & Kelly, Inc.		08/11/2009	CORPORATION: NEW HAMPSHIRE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tenth Street Fund II, L.P.		
<b>Street Address:</b>	3388 Saddlebrook Street		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89141		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2180556	LAWN DAWG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(423)785-8480		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	4237858295		
<b>Email:</b>	pliner@millermartin.com		
<b>Correspondent Name:</b>	Patricia P. Liner		
<b>Address Line 1:</b>	832 Georgia Avenue		
<b>Address Line 2:</b>	Suite 1000 Volunteer Building		
<b>Address Line 4:</b>	Chattanooga, TENNESSEE 37402-2289		
<b>ATTORNEY DOCKET NUMBER:</b>	20277-0005		
<b>NAME OF SUBMITTER:</b>	Patricia P. Liner		
<b>Signature:</b>	/Patricia P. Liner/		

CH \$40.00 2180556

Date:

08/13/2009

Total Attachments: 2

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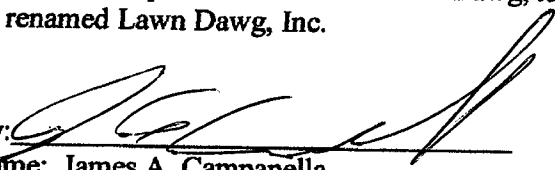
**MEMORANDUM OF SECURITY AGREEMENT**  
(TRADEMARKS)

Pursuant to a Loan and Security Agreement dated August 11, 2009, as amended from time to time (the "Loan Agreement"), Campanella & Kelly, Inc., a New Hampshire corporation (the "Pledgor"), has granted to Tenth Street Fund II, L.P., a Nevada limited partnership (the "Secured Party"), a continuing security interest in, and a continuing lien upon, the Collateral (as that term is defined in the Loan Agreement), including the trademarks listed on the annexed Schedule 1, and all applications, registrations, renewals and proceeds (including accounts receivable and royalties) thereof (the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks. The Secured Party's security interest in the Trademarks can be terminated only in accordance with the terms of the Loan Agreement.

Dated: August 11, 2009

**PLEDGOR:**

CAMPANELLA & KELLY, INC., a New Hampshire corporation d/b/a The Lawn Dawg, to be renamed Lawn Dawg, Inc.

By:   
Name: James A. Campanella  
Title: President

# SCHEDULE 1

## TRADEMARKS

<u>TRADEMARK</u>	<u>FEDERAL REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Lawn Dawg	2,180,556	August 11, 1998; Renewed November 10, 2007