

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309327

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VALLEYCREST COMPANIES LLC		06/30/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
U.S. LAWNS, INC.		06/30/2014	CORPORATION: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	MORGAN STANLEY SENIOR FUNDING, INC., AS THE COLLATERAL AGENT
<b>Street Address:</b>	1585 Broadway
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	CORPORATION: DELAWARE

## 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 DESIGNGRO
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	
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

TRADEMARK

Property Type	Number	Word Mark
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: 2123037064

*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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 78553.00051 (FIRST LIEN)

**NAME OF SUBMITTER:** Christine Dionne

**SIGNATURE:** /Christine Dionne/

**DATE SIGNED:** 07/01/2014

**Total Attachments: 10**

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## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of June 30, 2014, is made by VALLEYCREST COMPANIES, LLC, a California limited liability company with offices located at 24151 Ventura Blvd, Calabasas, CA 91302 and U.S. LAWNS, INC., a Florida corporation with offices located at 4407 Vineland Road, Suite D 15, Orlando, FL 32811 (each, a "Grantor", and collectively, the "Grantors"), in favor of Morgan Stanley Senior Funding, Inc., 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 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 Garden Acquisition Holdings, Inc., a Delaware corporation ("Holdings"), Garden Merger Sub, LLC, a Delaware limited liability company ("MergerSub"), The Brickman Group Ltd. LLC, a Delaware limited liability company (the "Company"), the Lenders from time to time party thereto, and Morgan Stanley Senior Funding, Inc., as the Administrative Agent, the Collateral Agent, a Letter of Credit Issuer and the Swingline Lender.

### W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender to make the Swingline Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of Holdings, the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and any Subsidiaries that become a party thereto, have executed and delivered a First 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");

WHEREAS, each Grantor has executed a Supplement to the First Lien Security Agreement, whereby each Grantor becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and agrees to all the terms and provisions of the Security Agreement;

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all of its Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer to issue Letters of Credit for the account of Holdings, the Borrower and the Restricted Subsidiaries (other than the Borrower), and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Subsidiaries, each Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for payment and performance when

due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VALLEYCREST COMPANIES LLC,  
as the Grantor

By: 

Name: Anthony Skarupa

Title: Assistant Treasurer

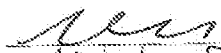
U. S. LAWNS, INC.,  
as the Grantor

By:   
Name: Anthony Skarupa  
Title: Assistant Treasurer

[Grant of Security Interest in Trademark Rights]

**TRADEMARK**  
**REEL: 005313 FRAME: 0614**

MORGAN STANLEY SENIOR FUNDING, INC.  
as the Collateral Agent

By:   
Name: *Nicolas Perris*  
Title: *Authorized Signatory*



[Grant of Security Interest in Trademark Rights]





**SCHEDULE A**

<u>Owner</u>	<u>Mark</u>	<u>Reg. No./ Serial No.</u>	<u>Registration Date/ Application Date</u>	<u>Status</u>
ValleyCrest Companies LLC	GPS TREETRACK	4,382,564	July 24, 2012	Application
ValleyCrest Companies LLC	ESTATE GARDENS BY VALLEYCREST	3,482,932	August 12, 2008	Registered
ValleyCrest Companies	<b>Phil Graham Studio</b> ----- ValleyCrest DesignGroup	3,519,607	October 21, 2008	Registered
ValleyCrest Companies LLC	 <b>HRPStudio</b> ----- ValleyCrest DesignGroup	3,428,790	May 13, 2008	Registered
ValleyCrest Companies LLC		2,889,773	September 28, 2004	Registered
ValleyCrest Companies LLC		3,058,025	February 7, 2006	Registered
ValleyCrest Companies LLC		3,145,823	Sept. 19, 2006	Registered
ValleyCrest Companies LLC		2,977,025	July 26, 2005	Registered
ValleyCrest Companies LLC		2,942,535	April 19, 2005	Registered

<u>Owner</u>	<u>Mark</u>	<u>Reg. No./ Serial No.</u>	<u>Registration Date/ Application Date</u>	<u>Status</u>
ValleyCrest Companies LLC		2,891,662	October 5, 2004	Registered
ValleyCrest Companies LLC		2,266,591	August 3, 1999	Registered
ValleyCrest Companies LLC	THE WORKFORCE OF NATURE	3,123,946	August 1, 2006	Registered
ValleyCrest Companies LLC	THE WORKFORCE OF NATURE	2,821,662	March 9, 2004	Registered
ValleyCrest Companies LLC	THE WORKFORCE OF NATURE	2,830,621	April 6, 2004	Registered
ValleyCrest Companies LLC		2,897,023	October 26, 2004	Registered
Valleycrest Companies LLC	RAYMOW	2,927,485	February 22, 2005	Registered
ValleyCrest Companies LLC	VALLEYCREST	2,889,771	September 28, 2004	Registered
ValleyCrest Companies LLC	VALLEYCREST	2,282,997	October 5, 1999	Registered
ValleyCrest Companies LLC	VALLEYCREST	3,162,994	October 24, 2006	Registered
ValleyCrest Companies LLC	VALLEYCREST	2,887,156	September 21, 2004	Registered

<u>Owner</u>	<u>Mark</u>	<u>Reg. No./ Serial No.</u>	<u>Registration Date/ Application Date</u>	<u>Status</u>
ValleyCrest Companies LLC	VALLEYCREST	2,889,770	September 28, 2004	Registered
ValleyCrest Companies LLC	 VALLEYCREST TREE COMPANY <small>The Tree, Shrub, &amp; Tree Service Company</small>	2,997,238	September 20, 2005	Registered
ValleyCrest Companies LLC	VALLEYCREST	2,889,769	September 28, 2004	Registered
ValleyCrest Companies LLC	 ESTATE GARDENS <small>BY VALLEYCREST</small>	3,315,603	October 23, 2007	Registered
ValleyCrest Companies LLC	<b>ComstockStudio</b> <small>ValleyCrest DesignGroup</small>	3,360,996	December 25, 2007	Registered
ValleyCrest Companies LLC	VALLEYCREST DESIGN GROUP	3,358,081	December 18, 2007	Registered
ValleyCrest Companies LLC	 <small>ValleyCrest DesignGroup</small>	3,374,411	January 22, 2008	Registered
ValleyCrest Companies LLC	 <small>ValleyCrest DesignGroup</small>	3,390,255	February 26, 2008	Registered

<u>Owner</u>	<u>Mark</u>	<u>Reg. No./ Serial No.</u>	<u>Registration Date/ Application Date</u>	<u>Status</u>
ValleyCrest Companies LLC	STEP OUT TO YOUR WORLD	3,389,638	February 26, 2008	Registered
ValleyCrest Companies LLC	PARINELLA STUDIO	3,615,616	May 5, 2009	Registered
ValleyCrest Companies LLC		3,619,003	May 12, 2009	Registered
U.S. Lawns, Inc.		1,596,756		Registered
U.S. Lawns, Inc.		2,937,423		Registered
U.S. Lawns, Inc.		2,904,609		Registered
U.S. Lawns, Inc.	NATIONAL STRENGTH, LOCAL COMMITMENT	3,219,575		Registered
U.S. Lawns, Inc.	U.S. LAWNS	3,047,863		Registered

<u>Owner</u>	<u>Mark</u>	<u>Reg. No./ Serial No.</u>	<u>Registration Date/ Application Date</u>	<u>Status</u>
U.S. Lawns, Inc.		3,152,508		Registered
U.S. Lawns, Inc.	US LAWN	1,980,654		Registered
U.S. Lawns, Inc.		1,476,402		Registered