

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325974

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		12/11/2014	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	LAWN DOCTOR, INC.
Street Address:	142 State Route 34
City:	Holmdel
State/Country:	NEW JERSEY
Postal Code:	07733
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1000040	LAWN DOCTOR
Registration Number:	1069578	LAWN DOCTOR
Registration Number:	1126621	
Registration Number:	1129386	LAWN DOCTOR
Registration Number:	1255836	TURF TAMER
Registration Number:	3945828	WATERWAY FRIENDLY LAWN DOCTOR
Registration Number:	3941720	YOUR LAWN YOUR CHOICE
Registration Number:	2677572	IMPROVING THE QUALITY OF YOUR LAWN. AND
Registration Number:	2624915	
Registration Number:	2578458	KEEPING LAWNS HEALTHY FOR LIFE
Registration Number:	2258012	
Registration Number:	2225502	
Registration Number:	2462030	CORE
Serial Number:	85441672	PEST DOCTOR

CORRESPONDENCE DATA

Fax Number: 3122076400

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: 312-207-1000

Email: ipdocket-chi@reedsmith.com

TRADEMARK

Correspondent Name: Daniel A. Buoniconti , Reed Smith, LLP
Address Line 1: 10 South Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Daniel A. Buoniconti

SIGNATURE: /Daniel A. Buoniconti/

DATE SIGNED: 12/12/2014

Total Attachments: 12

source=Fifth Third Bank to Lawn Doctor Release of Trademark Security Interest December 12 2014 #page1.tif
source=Fifth Third Bank to Lawn Doctor Release of Trademark Security Interest December 12 2014 #page2.tif
source=Fifth Third Bank to Lawn Doctor Release of Trademark Security Interest December 12 2014 #page3.tif
source=Fifth Third Bank to Lawn Doctor Release of Trademark Security Interest December 12 2014 #page4.tif
source=Fifth Third Bank to Lawn Doctor Release of Trademark Security Interest December 12 2014 #page5.tif
source=Fifth Third Bank to Lawn Doctor Release of Trademark Security Interest December 12 2014 #page6.tif
source=Fifth Third Bank to Lawn Doctor Release of Trademark Security Interest December 12 2014 #page7.tif
source=Fifth Third Bank to Lawn Doctor Release of Trademark Security Interest December 12 2014 #page8.tif
source=Fifth Third Bank to Lawn Doctor Release of Trademark Security Interest December 12 2014 #page9.tif
source=Fifth Third Bank to Lawn Doctor Release of Trademark Security Interest December 12 2014 #page10.tif
source=Fifth Third Bank to Lawn Doctor Release of Trademark Security Interest December 12 2014 #page11.tif
source=Fifth Third Bank to Lawn Doctor Release of Trademark Security Interest December 12 2014 #page12.tif

RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (the “**Release**”) is given on this 12th day of December 2014, by Fifth Third Bank, an Ohio banking corporation, as the lender (together with its successor(s) thereto in such capacity, the “**Lender**”) to Lawn Doctor, Inc., a New Jersey corporation (the “**Grantor**”) as follows:

WHEREAS, on December 22, 2011, the Grantor and the Lender entered into a Grant of Trademark Security Interest (the “**Grant of Security Interest**”) attached hereto as **Exhibit 1**;

WHEREAS, the Grant of Security Interest was recorded by the Trademark Division of the United States Patent and Trademark Office on December 22, 2011, at Reel 4685, Frame 0274;

WHEREAS, pursuant to said Grant of Security Interest, the Grantor granted to the Lender, among other collateral, a continuing security interest in all of the Grantor’s right, title and interest, including goodwill, in, to and under its United States trademarks, including but not limited to the following (collectively the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

WHEREAS, the Lender wishes to release its security interest in the Trademark Collateral and retransfer and reassign to the Grantor without recourse all of the Lender’s right, title and interest in and to the Trademarks.

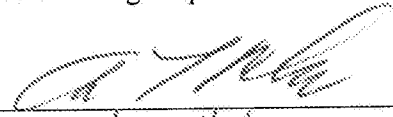
WHEREAS, Lender hereby authorizes Grantor or Grantor’s authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC

financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Lender in the Trademark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. Lender further agrees to execute and deliver to Grantor any and all further documents and instruments, and do any and all further acts which Grantor (or their agents or designees) reasonably request (at Grantor's sole cost and expense) in order to confirm this Release and Grantor's right, title and interest in, to and under the Trademark Collateral.

NOW THEREFORE, the Lender hereby releases any security interest it may have in the Trademark Collateral, and reassigns any and all right, title and interest it may have in and to the Trademarks without recourse to the Grantor.

IN WITNESS WHEREOF, the Lender has caused this Release to be executed by its duly authorized office.

FIFTH THIRD BANK,
an Ohio Banking corporation

By: 
Name: Alan Miller
Its: Vice President

[Signature Page to Release of Trademarks]

Exhibit 1
Grant of Security Interest

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Lawn Doctor, Inc., a New Jersey corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to that certain Credit Agreement dated as of December 22, 2011 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") by and between Fifth Third Bank, an Ohio banking corporation, with a place of business located at 222 W. Riverside Plaza, 30th Floor, Chicago, IL 60606 ("**Lender**"), LD Merger Sub, Inc., a New Jersey corporation ("**Merger Sub**"), Lawn Doctor, Inc., a New Jersey corporation ("**Lawn Doctor**"); prior to the consummation of the Merger Transaction, Merger Sub shall be the "**Borrower**" and immediately following the consummation of the Merger Transaction, Lawn Doctor shall be the "**Borrower**"), LD Parent, Inc., a Delaware corporation, M & F Properties, Inc., a New Jersey corporation, and Lado Agency, Inc., a New Jersey corporation, Lender has made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 22, 2011 (such Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Lender and the other grantors named therein, Grantor has created in favor of Lender a security interest in, and Lender has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Lender pursuant to the Security Agreement, Grantor hereby grants to Lender a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the

foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

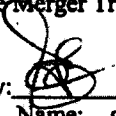
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of the Grantor’s rights or interests in or under the Excluded Collateral (as defined in the Security Agreement)

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22nd day of December, 2011.





Lawn Doctor, Inc., as Borrower under the Credit Agreement immediately following the consummation of the Merger Transaction


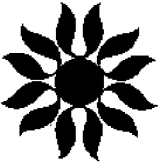

By: 
Name: Scott Frith
Title: President

Signature Page to Grant of Trademark Security Interest

**TRADEMARK
REEL: 005418 FRAME: 0486**





**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**




Mark	Application No./Registration No.	Filing/Registration Date
LAWN DOCTOR	1,000,040	December 17, 1974
Lawn*Doctor	1,069,578	July 12, 1977
	1,126,621	November 6, 1979
	1,129,386	January 15, 1980
Turf Tamer	1,255,836	November 1, 1983
	3,945,828	April 12, 2011
PEST DOCTOR	85/441672	October 7, 2011
YOUR LAWN YOUR CHOICE	3,941,720	April 5, 2011
IMPROVING THE QUALITY OF YOUR LAWN. AND YOUR LIFE.	2,677,572	January 21, 2003
	2,624,915	September 24, 2002
KEEPING LAWNS HEALTHY FOR LIFE	2,578,458	June 11, 2002

Mark	Application No./Registration No.	Filing/Registration Date
	2,258,012	June 29, 1999
	2,225,502	February 23, 1999
	2,462,030	June 19, 2001

Schedule A

See attached.

Mark	Application No./Registration No.	Filing/Registration Date
LAWN DOCTOR	1,000,040	December 17, 1974
Lawn*Doctor	1,069,578	July 12, 1977
	1,126,621	November 6, 1979
	1,129,386	January 15, 1980
Turf Tamer	1,255,836	November 1, 1983
	3,945,828	April 12, 2011
PEST DOCTOR	85/441672	October 7, 2011
YOUR LAWN YOUR CHOICE	3,941,720	April 5, 2011
IMPROVING THE QUALITY OF YOUR LAWN. AND YOUR LIFE.	2,677,572	January 21, 2003
	2,624,915	September 24, 2002
KEEPING LAWNS HEALTHY FOR LIFE	2,578,458	June 11, 2002

Mark	Application No./Registration No.	Filing/Registration Date
	2,258,012	June 29, 1999
	2,225,502	February 23, 1999
	2,462,030	June 19, 2001