

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC		11/02/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EG Systems, LLC		
Street Address:	14111 Scottslawn Road		
City:	Marysville		
State/Country:	OHIO		
Postal Code:	43041		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85235887	LAWNOPEdia	
Serial Number:	86810289	IT'S YOUR LAWN-IVERSARY!	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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>			
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Alexandra Grossman, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	NEW YORK, NEW YORK 10022		
NAME OF SUBMITTER:	Alexandra Grossman		
SIGNATURE:	/Alexandra Grossman/		
DATE SIGNED:	11/05/2020		
Total Attachments: 4			
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TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of November 2, 2020, from CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as collateral agent (the "Agent") for the banks and other financial institutions that are parties to the Second Lien Credit Agreement, dated as of April 13, 2016 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among TRUGREEN LIMITED PARTNERSHIP, a Delaware limited partnership, the Agent, as collateral agent and the other parties thereto, to EG SYSTEMS, LLC (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Second Lien Guarantee and Collateral Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Guarantee and Collateral Agreement, dated as of April 13, 2016, as amended, amended and restated, waived, supplemented or otherwise modified from time to time (the "Second Lien Guarantee Collateral Agreement"), made by TRUGREEN LIMITED PARTNERSHIP and the Subsidiary Guarantors in favor of the Agent, the Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in certain Collateral, including all of the Grantor's Trademarks and Proceeds and products of such Trademarks, as collateral security for the prompt and complete payment and performance when due of the Obligations of the Grantor;

WHEREAS, in connection with the Second Lien Guarantee and Collateral Agreement, the Grantor and the Agent entered into a Notice and Confirmation of Grant of Security Interest in Trademarks, which was recorded in the Trademark Division of the United States Patent and Trademark Office on April 15, 2016 at Reel/Frame 005771/0867; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks of the Grantor and Proceeds and products of such Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks of the Grantor and Proceeds and products of such Trademarks pursuant to the Second Lien Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Release of Security Interest. The Agent hereby, without representation, warranty or recourse of any kind, terminates, releases and discharges its Security Interest in the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto under the Grantor's name) and Proceeds and products of such Trademarks, and any right, title or interest of the Agent in such Trademarks and Proceeds and products of such Trademarks shall hereby cease and become void.


2. Further Assurances. The Agent shall promptly and duly execute and deliver to the Grantor all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions as the Grantor may reasonably request in writing, all at the Grantor's sole cost and expense, for the purpose of obtaining the release of the Security Interest.

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

CORTLAND CAPITAL MARKET
SERVICES LLC,
as the Agent

By:  _____

Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE I

Trademark Registrations

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>Filing/Reg. Date</u>
EG Systems, LLC	United States	LAWNOPEdia	85/235,887	4,124,079

Pending Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>Filing/Reg. Date</u>
EG Systems, LLC	United States	IT'S YOUR LAWN- IVERSARY!	86/810289	11/05/2015