

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3832054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (2ND LIEN)		
CONVEYING PARTY DATA			
Name			Execution Date
TRUGREEN LIMITED PARTNERSHIP			04/13/2016
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC		
Street Address:	225 WEST WASHINGTON STREET		
Internal Address:	21ST FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Patent Number:	5667143		
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
<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:	MARIE RENEE CITA, ESQ.		
Address Line 1:	919 THIRD AVENUE		
Address Line 2:	DEBEVOISE & PLIMPTON LLP		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	24678-1200		
NAME OF SUBMITTER:	MARIE RENEE CITA		
SIGNATURE:	/Marie Renee Cita/		
DATE SIGNED:	04/15/2016		
Total Attachments: 5			
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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN PATENTS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (the "Agreement"), dated as of April 13, 2016, made by TRUGREEN LIMITED PARTNERSHIP, a Delaware limited partnership (the "Borrower"), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, a Delaware limited liability company, as collateral agent (the "Agent") for itself, the several banks and other financial institutions (the "Lenders") that are parties to the Second Lien Credit Agreement, dated as of April 13, 2016 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the Agent and the Lenders, and the other Secured Parties provided for in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and the Guarantors have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of April 13, 2016, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Borrower granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Patents; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, 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.

SECTION 2. Confirmation of Grant of Security Interest. The Borrower hereby confirms that pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Borrower's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Patents (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the

foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. 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.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patents 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.

SECTION 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.

* * *

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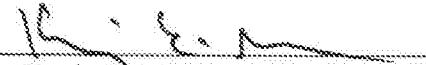
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRUGREEN LIMITED PARTNERSHIP

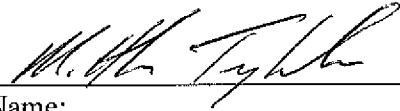
By: Outdoor Home Services GP LLC, its
general partner

By: Outdoor Home Services Midco LLC, its
sole member

By: Outdoor Home Services Holdings LLC,
its sole member

By: 
Name: Kevin E. Mann
Title: Vice President & Chief Legal Officer

CORTLAND CAPITAL MARKET
SERVICES LLC, as Agent

By: 

Name:

Title:

Matthew Trybula
Associate Counsel

SCHEDULE I

Patents

Title	Status	App. No.	Filing Date	Patent No.	Issue Date
Spray Gun For Spraying Two Fluids	Granted	08/373,640	01/17/95	5,667,143	09/16/97