

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Brickman Group, Ltd.		01/23/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Lehman Commerical Paper Inc., as Administrative Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1185255		
Registration Number:	2653978	THE BRICKMAN GROUP, LTD.	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7609		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Kirstie Howard, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	053113/2000		
NAME OF SUBMITTER:	Kirstie Howard		
Signature:	/kh/		

OP \$65.00 1185255

Date:

02/20/2007

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of January 23, 2007 is made by The Brickman Group, Ltd., a Delaware corporation, located at 18227 Flower Hill Way, Suite D, Gaithersburg, MD 20879 (the "Obligor"), in favor of Lehman Commercial Paper Inc., a New York corporation, located at 745 Seventh Avenue, New York, NY 10019, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of January 23, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Brickman Group Holdings, Inc. (as successor in interest to BG Acquisition Corp.), a Delaware corporation and parent of Obligor (the "Borrower"), BG Intermediate Corp., the Lenders, the Agent and Lehman Brothers Inc., as arranger and bookrunner (the "Arranger").

W I T N E S S E T H:

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

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of January 23, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor 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, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, 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 Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all

of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

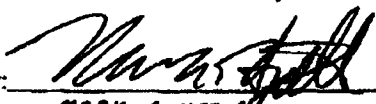
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee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

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

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.

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.

THE BRICKMAN GROUP, LTD.

By: 
Name: MARK A. NTEUE
Title: EXECUTIVE VICE PRESIDENT - FINANCE & ADMINISTRATION
Date: AND SECRETARY

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By: _____
Name:
Title:
Date:

ACKNOWLEDGMENT OF OBLIGOR

STATE OF *MARYLAND*)
) ss
COUNTY OF *MONTGOMERY*)

On the ____ day of January, 2007, before me personally came MARK A. HJELLE, who is personally known to me to be the EXECUTIVE VICE PRESIDENT of The Brickman Group, Ltd., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the AUTHORIZED SIGNATORY in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Madeleine M. Dionne
Notary Public

MADELEINE M. DIONNE
Notary Public
Montgomery County, MD
My Commission Expires
January 30, 2008

(PLACE STAMP AND SEAL ABOVE)

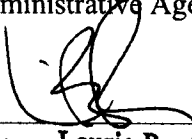
Trademark Security Agreement Signature Page

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.

THE BRICKMAN GROUP, LTD.

By: _____
Name:
Title:
Date:

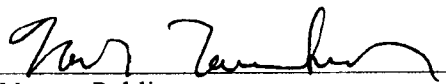
LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent for the Lenders

By:  _____
Name: **Laurie Perper**
Title: **Senior Vice President**
Date: **2/14/2007**

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York,
COUNTY OF New York)^{ss}

On the 14th day of January, 2007, before me personally came Ms. Laurie Perpar, who is personally known to me to be the SVP of Lehman Commercial Paper Inc., a New York corporation; who, being duly sworn, did depose and say that she/he is the authorized signatory in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

(PLACE STAMP AND SEAL ABOVE

NOOR TANRITANIR
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01TA6098854
QUALIFIED IN KINGS COUNTY
COMMISSION EXPIRES AUG. 11, 2007

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration Number</u>
	Reg. No. 1,185,255
THE BRICKMAN GROUP, LTD	Reg. No. 2,653,978

053113-2000-11663-NY03.2570070.2