

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Sec Interest Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc., as Administrative Agent		10/14/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	The Brickman Group Ltd. LLC		
Street Address:	18227 Flower Hill Way, Suite D		
City:	Gaithersburg		
State/Country:	MARYLAND		
Postal Code:	20879		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1185255		
Registration Number:	2653978	THE BRICKMAN GROUP, LTD.	
CORRESPONDENCE DATA			
Fax Number:	(800)388-1599		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	accessin@sprynet.com		
Correspondent Name:	Jackie Lee		
Address Line 1:	1773 Western Avenue		
Address Line 4:	Albany, NEW YORK 12203		
ATTORNEY DOCKET NUMBER:	F129661		
NAME OF SUBMITTER:	Jackie Lee		
Signature:	/Jackie Lee/		
Date:	10/15/2010		

OP \$65.00 1185255

TRADEMARK

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is given as of this 14th day of October, 2010, by Lehman Commercial Paper Inc., located at 1271 Avenue of the Americas, 38th Floor, New York, NY 10020 ("Assignee"), as Administrative Agent for itself and the Lenders, in favor of The Brickman Group Ltd. LLC (as successor in interest to The Brickman Group, Ltd.) located at 18227 Flower Hill Way, Suite D, Gathersburg, MD 20879 ("Assignor"). Capitalized terms used in this Release but not defined herein have the meanings assigned to such terms in the Credit Agreement or Guarantee and Collateral Agreement (each as defined below).

WHEREAS, The Brickman Group Ltd. LLC (as successor in interest to The Brickman Group, Ltd.), as Borrower, Lehman Commercial Paper Inc., as Administrative Agent and the other parties thereto entered into that certain Credit Agreement, dated as of January 23, 2007. (as further amended, modified, supplemented or restated, and in effect from time to time, the "Credit Agreement");

WHEREAS, as a condition precedent to the Lenders' making any Loans or otherwise extending credit to the Borrower under the Credit Agreement, the Assignors executed and delivered to the Assignee, for the benefit of the Lenders and the Assignee, that certain Guarantee and Collateral Agreement, dated as of January 23, 2007, among the Assignor and the Assignee, (as amended, modified, supplemented or restated, and in effect from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, the Guarantee and Collateral Agreement was recorded with the United States Patent and Trademark Office on February 20, 2007 at Reel 3483 /Frame 0780;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Assignor unconditionally granted to Assignee, for the benefit of the Lenders and the Assignee, to secure the payment and performance in full of all of the Obligations, a security interest in and pledged to the Assignee, for the benefit of the Lenders and the Assignee, the Collateral, including all general intangibles, including the trademark registrations and applications listed on Schedule 1 hereto (collectively, the "Trademark Collateral");

WHEREAS, the Obligations have now been paid and performed in full and Assignee and Assignor desire that Assignee terminate and release its security interest in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee hereby agrees as follows:

Assignee hereby terminates, releases and discharges fully its security interest, and reconveys, transfers and assigns to Assignor, without recourse, any rights it may have, in and to Assignor's right, title and interest in or to the Trademark Collateral,

including the trademark registrations and applications listed on Schedule 1 hereto. Assignee further terminates, releases, and discharges fully any security interest granted to it, and reconveys, transfers and assigns to Assignors, without recourse, any rights it may have, in or to any Collateral consisting of trademarks, service marks, or trademark and service mark rights, together with any goodwill connected with the use of and symbolized thereby, pursuant to the Guarantee and Collateral Agreement or any Grant of Security Interest in Trademark Rights executed and delivered by Assignor to the Assignee pursuant to the Guarantee and Collateral Agreement.

Assignee hereby authorizes Assignor or Assignor's authorized representative to, at the sole expense of the Assignor, (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 any security interest of Assignee in the Intellectual Property Collateral, and/or (iii) otherwise record or file this Release in any applicable governmental office or agency.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, intending to be legally bound, Assignee has caused this **RELEASE OF SECURITY INTEREST IN TRADEMARKS** to be duly executed as of the date first above written.

ASSIGNEE:

Lehman Commercial Paper Inc., as
Administrative Agent

By: _____

Name:

Title:


Francis J. Chang
Authorized Signatory

[Brickman - Lehman Trademark Release]

TRADEMARK
REEL: 004298 FRAME: 0143

**SCHEDULE 1 TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

TRADEMARKS

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
The Brickman Group Ltd. LLC (f/k/a The Brickman Group, Ltd.)	1,185,255	Leaf design
The Brickman Group Ltd. LLC (f/k/a The Brickman Group, Ltd.)	2,653,978	THE BRICKMAN GROUP, LTD.