

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Brickman Group Ltd, LLC		10/14/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Administrative Agent		
Street Address:	745 Seventh Avenue, 26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	PLC: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1185255		
Registration Number:	2653978	THE BRICKMAN GROUP, LTD.	
Serial Number:	77783743	BRICKMAN	
Serial Number:	77783752	ENHANCING THE AMERICAN LANDSCAPE SINCE 1939	
CORRESPONDENCE DATA			
Fax Number:	(800)388-1599		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-388-1598		
Email:	accessin@sprynet.com		
Correspondent Name:	Jackie Lee		
Address Line 1:	1773 Western Ave		
Address Line 2:	Access Information Inc.		
Address Line 4:	Albany, NEW YORK 12203		
ATTORNEY DOCKET NUMBER:	F129747		

OP \$115.00 1185255

900174412

**TRADEMARK
 REEL: 004300 FRAME: 0001**

NAME OF SUBMITTER:	Jackie Lee
Signature:	/Jackie Lee/
Date:	10/19/2010
Total Attachments: 5 source=Barclays Bank PLC, 10.14.10 Security Agreement#page2.tif source=Barclays Bank PLC, 10.14.10 Security Agreement#page3.tif source=Barclays Bank PLC, 10.14.10 Security Agreement#page4.tif source=Barclays Bank PLC, 10.14.10 Security Agreement#page5.tif source=Barclays Bank PLC, 10.14.10 Security Agreement#page6.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 14, 2010 is made by The Brickman Group Ltd. LLC, a Delaware corporation, located at 18227 Flower Hill Way, Suite D, Gaithersburg, MD 20879 (the "Obligor"), in favor of Barclays Bank PLC, located at 745 Seventh Avenue, New York, New York 10019, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of October 14, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Brickman Group Holdings, Inc., a Delaware corporation and parent of Obligor (the "Borrower"), BG Intermediate Corp., the Lenders, the Agent and Barclays Capital and Banc of America Securities LLC, as joint lead arrangers and joint bookrunners (the "Arrangers").

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 October 14, 2010, 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 owned by the Obligor, including the Trademarks owned by the Obligor; 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, 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.

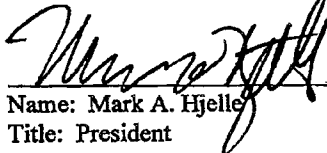
The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

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. LLC

By: 
Name: Mark A. Hjelle
Title: President

BARCLAYS BANK PLC
as Administrative Agent for the Lenders

By: _____
Name:
Title:
Date:

[Signature Page to Grant of Security Interest in Trademark Rights]

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:

BARCLAYS BANK PLC,
as Administrative Agent

By:  _____
Name: **Kevin Cullen**
Title: **Director**
Date:

10/14/2010

[Brickman-Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
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.

Applications:

OWNER	REGISTRATION NUMBER	TRADEMARK
The Brickman Group Ltd. LLC (f/k/a The Brickman Group, Ltd.)	77/783,743	BRICKMAN
The Brickman Group Ltd. LLC (f/k/a The Brickman Group, Ltd.)	77/783,752	ENHANCING THE AMERICAN LANDSCAPE SINCE 1939