

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ValleyCrest Companies LLC		06/13/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
Valley Crest Tree Company		06/13/2013	CORPORATION: CALIFORNIA
U.S. Lawns, Inc.		06/13/2013	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	3482932	ESTATE GARDENS BY VALLEYCREST
Registration Number:	3519607	PHIL GRAHAM STUDIO VALLEYCREST DESIGN GRO
Registration Number:	3428790	HRP STUDIO VALLEYCREST DESIGN GROUP
Registration Number:	2889773	
Registration Number:	3058025	
Registration Number:	3145823	
Registration Number:	2977025	
Registration Number:	2942535	
Registration Number:	2891662	
Registration Number:	2266591	
Registration Number:	3123946	THE WORKFORCE OF NATURE
Registration Number:	2821662	THE WORKFORCE OF NATURE

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Registration Number:	2830621	THE WORKFORCE OF NATURE
Registration Number:	2897023	
Registration Number:	2927485	RAYMOW
Registration Number:	2889771	VALLEYCREST
Registration Number:	2282997	VALLEYCREST
Registration Number:	3162994	VALLEYCREST
Registration Number:	2887156	VALLEYCREST
Registration Number:	2889770	VALLEYCREST
Registration Number:	2997238	VALLEY CREST TREE COMPANY THE TREE GROWI
Registration Number:	2889769	VALLEYCREST
Registration Number:	3315620	VALLEYCREST HOMESCAPES
Registration Number:	3315603	ESTATE GARDENS BY VALLEYCREST
Registration Number:	3360996	COMSTOCK STUDIO VALLEYCREST DESIGNGROUP
Registration Number:	3358081	VALLEYCREST DESIGN GROUP
Registration Number:	3374411	JAMES HYATT STUDIO VALLEYCREST DESIGNGRO
Registration Number:	3390255	SITWORKS STUDIO VALLEYCREST DESIGN GROU
Registration Number:	3389638	STEP OUT TO YOUR WORLD
Registration Number:	3615616	PARINELLA STUDIO
Registration Number:	3619003	VALLEYCREST DESIGN GROUP PARINELLA STUDI
Registration Number:	1596756	
Registration Number:	2937423	
Registration Number:	2904609	
Registration Number:	2718997	
Registration Number:	3219575	NATIONAL STRENGTH, LOCAL COMMITMENT
Registration Number:	3047863	U.S. LAWNS
Registration Number:	3152508	U.S. LAWNS
Registration Number:	1980654	US LAWN
Registration Number:	1476402	US-LAWN
Serial Number:	85685662	GPS TREETRACK

CORRESPONDENCE DATA

Fax Number: 9177777373

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-735-3000

Email: andrew.patrick@skadden.com

TRADEMARK
REEL: 005048 FRAME: 0369

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Rebecca Rodal, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2554
NAME OF SUBMITTER:	Rebecca Rodal
Signature:	/rebecca rodal/
Date:	06/14/2013

Total Attachments: 8
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**TRADEMARK SECURITY AGREEMENT
(TERM LOAN FACILITY)**

TRADEMARK SECURITY AGREEMENT (TERM LOAN FACILITY), dated as of June 13, 2013 (as amended, restated or otherwise modified from time to time, the “Trademark Security Agreement”), by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (“Credit Suisse”), in its capacity as collateral agent for the Secured Parties (in such capacity, together with its permitted successors and permitted assigns in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, Grantors are party to a Pledge and Security Agreement (Term Loan Facility) dated as of June 13, 2013 (the “Security Agreement”) by and among each of the Grantors and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Collateral Agent for the benefit of the Secured Parties to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title, and interest in and to the following, whether now owned, existing or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) (i) all of such Grantor’s Trademarks and Trademark Licenses, including without limitation those referred to on Schedule I hereto (provided, that the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided further, that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1051(c) (or any successor provision) or a statement of use pursuant to 15 U.S.C. Section 1051(d) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) the right to sue for past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; and

(b) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

SECTION 4. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Collateral Agent in accordance with the terms of the Security Agreement with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.


SECTION 5. Intercreditor Agreement. Notwithstanding anything to the contrary contained herein, Collateral Agent acknowledges that the Liens and security interest granted to Collateral Agent, for the benefit of the Secured Parties, and their respective permitted successors and assigns, pursuant to this Trademark Security Agreement, and the exercise of any right or remedy by Collateral Agent hereunder or with respect hereto, and certain rights of the parties hereto are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 6. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


SECTION 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VALLEYCREST COMPANIES LLC,
a California limited liability company

By: 
Name: Andrew J. Mandell
Title: Chief Financial Officer and
Treasurer

VALLEY CREST TREE COMPANY,
a California corporation

By: 
Name: Anthony Garruto
Title: Chief Financial Officer and Assistant
Secretary

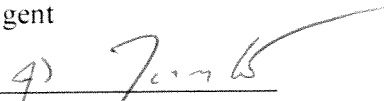
U. S. LAWNS, INC.,
a Florida corporation

By: 
Name: Anthony Garruto
Title: Vice President, Assistant Secretary
and Assistant Treasurer

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,

as Collateral Agent

By: 

Name: **JOHN D. TORONTO**

Title: **AUTHORIZED SIGNATORY**










By: 






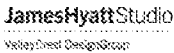
Name: **Tyler R. Smith**

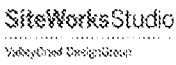






Title: **Authorized Signatory**







SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Owner</u>	<u>Mark</u>	<u>Reg. No./ Serial No.</u>	<u>Registration Date/ Application Date</u>	<u>Status</u>
ValleyCrest Companies LLC	GPS TREETRACK	85/685,662	July 24, 2012	Application
ValleyCrest Companies LLC	ESTATE GARDENS BY VALLEYCREST	3,482,932	August 12, 2008	Registered
ValleyCrest Companies	 ----- ValleyCrest DesignGroup	3,519,607	October 21, 2008	Registered
ValleyCrest Companies LLC	 ValleyCrest DesignGroup	3,428,790	May 13, 2008	Registered
ValleyCrest Companies LLC		2,889,773	September 28, 2004	Registered
ValleyCrest Companies LLC		3,058,025	February 7, 2006	Registered
ValleyCrest Companies LLC		3,145,823	Sept. 19, 2006	Registered
ValleyCrest Companies LLC		2,977,025	July 26, 2005	Registered
ValleyCrest Companies LLC		2,942,535	April 19, 2005	Registered
ValleyCrest Companies LLC		2,891,662	October 5, 2004	Registered
ValleyCrest Companies LLC		2,266,591	August 3, 1999	Registered

<u>Owner</u>	<u>Mark</u>	<u>Reg. No./ Serial No.</u>	<u>Registration Date/ Application Date</u>	<u>Status</u>
ValleyCrest Companies LLC	THE WORKFORCE OF NATURE	3,123,946	August 1, 2006	Registered
ValleyCrest Companies LLC	THE WORKFORCE OF NATURE	2,821,662	March 9, 2004	Registered
ValleyCrest Companies LLC	THE WORKFORCE OF NATURE	2,830,621	April 6, 2004	Registered
ValleyCrest Companies LLC		2,897,023	October 26, 2004	Registered
Valleycrest Companies LLC	RAYMOW	2,927,485	February 22, 2005	Registered
ValleyCrest Companies LLC	VALLEYCREST	2,889,771	September 28, 2004	Registered
ValleyCrest Companies LLC	VALLEYCREST	2,282,997	October 5, 1999	Registered
ValleyCrest Companies LLC	VALLEYCREST	3,162,994	October 24, 2006	Registered
ValleyCrest Companies LLC	VALLEYCREST	2,887,156	September 21, 2004	Registered
ValleyCrest Companies LLC	VALLEYCREST	2,889,770	September 28, 2004	Registered
ValleyCrest Companies LLC		2,997,238	September 20, 2005	Registered
ValleyCrest Companies LLC	VALLEYCREST	2,889,769	September 28, 2004	Registered
ValleyCrest Companies LLC		3,315,620	October 23, 2007	Registered
ValleyCrest Companies LLC		3,315,603	October 23, 2007	Registered
ValleyCrest Companies LLC		3,360,996	December 25, 2007	Registered
ValleyCrest Companies LLC	VALLEYCREST DESIGN GROUP	3,358,081	December 18, 2007	Registered
ValleyCrest Companies LLC		3,374,411	January 22, 2008	Registered

<u>Owner</u>	<u>Mark</u>	<u>Reg. No./ Serial No.</u>	<u>Registration Date/ Application Date</u>	<u>Status</u>
ValleyCrest Companies LLC	 SiteWorksStudio <small>ValleyCrest Design Group</small>	3,390,255	February 26, 2008	Registered
ValleyCrest Companies LLC	STEP OUT TO YOUR WORLD	3,389,638	February 26, 2008	Registered
ValleyCrest Companies LLC	PARINELLA STUDIO	3,615,616	May 5, 2009	Registered
ValleyCrest Companies LLC	 ValleyCrest Design Group Parinella Studio	3,619,003	May 12, 2009	Registered
*† ValleyCrest Tree Co.	GROWING THOUGHTS	82,883	October 2, 1986	Registered
*†U.S. Lawns, Inc.	 U.S. LAWNS	T07963	September 16, 1987	Registered
U.S. Lawns, Inc.	 U.S. LAWNS †	1,596,756		Registered
U.S. Lawns, Inc.	 U.S. LAWNS †	2,937,423		Registered
U.S. Lawns, Inc.	 U.S. LAWNS †	2,904,609		Registered
*	 U.S. LAWNS *†	54,597		Texas Registration

<u>Owner</u>	<u>Mark</u>	<u>Reg. No./ Serial No.</u>	<u>Registration Date/ Application Date</u>	<u>Status</u>
U.S. Lawns, Inc.	 *†	50,582		Colorado Registration
U.S. Lawns, Inc.	 †	2,718,997		Registered
U.S. Lawns, Inc.	 *†	51,231		Massachusetts Registration
	 *†	199,5S3,409		Maryland Registration
U.S. Lawns, Inc.	†NATIONAL STRENGTH, LOCAL COMMITMENT	3,219,575		Registered
U.S. Lawns, Inc.	†U.S. LAWNS	3,047,863		Registered
U.S. Lawns, Inc.	 †	3,152,508		Registered
U.S. Lawns, Inc.	†US LAWN	1,980,654		Registered
U.S. Lawns, Inc.	† 	1,476,402		Registered
	*†VALLEY CREST	TN971062406		New Mexico Registration
	*†VALLEY CREST LANDSCAPE, INC. DBA ENVIRONMENTAL GOLF	TN95092512		New Mexico Registration