

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL AT REEL/FRAME NO. 3453/0114

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS CREDIT PARTNERS L.P.		06/13/2013	LIMITED PARTNERSHIP: NEW YORK

RECEIVING PARTY DATA

Name:	VALLEYCREST COMPANIES
Street Address:	24151 VENTURA BOULEVARD
City:	CALABASAS
State/Country:	CALIFORNIA
Postal Code:	91302
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	2329809	BREAKING NEW GROUND
Registration Number:	2891663	
Registration Number:	2889773	
Registration Number:	3058025	
Registration Number:	3145823	
Registration Number:	2977025	
Registration Number:	2942535	
Registration Number:	2266591	
Registration Number:	2891662	
Registration Number:	2422854	ECI
Registration Number:	2389086	ENVIRONMENTAL CARE
Registration Number:	2453215	HOLIDAY WORKS
Registration Number:	2365137	NATURAL ENGINEERING

OP \$990.00 2329809

Registration Number:	2352217	SITE WORKS
Registration Number:	2821662	THE WORKFORCE OF NATURE
Registration Number:	2830621	THE WORKFORCE OF NATURE
Registration Number:	2830622	THE WORKFORCE OF NATURE
Registration Number:	3123946	THE WORKFORCE OF NATURE
Registration Number:	2997238	VALLEY CREST TREE COMPANY THE TREE GROWI
Registration Number:	2889772	VALLEYCREST
Registration Number:	2282997	VALLEYCREST
Registration Number:	2889771	VALLEYCREST
Registration Number:	3162994	VALLEYCREST
Registration Number:	2887156	VALLEYCREST
Registration Number:	2889770	VALLEYCREST
Registration Number:	2889769	VALLEYCREST
Registration Number:	2266628	A PASSION FOR PERFECTION
Registration Number:	2264654	EXPERIENCE IN PLAY
Registration Number:	2329949	CARE FOR IT
Serial Number:	78964081	COMSTOCK STUDIO VALLEYCREST DESIGNGROUP
Serial Number:	78951857	JAMESHYATT STUDIO VALLEYCREST DESIGN GRO
Serial Number:	78951853	SITWORKS STUDIO VALLEYCREST DESIGN GROU
Serial Number:	76437390	VALLEYCREST
Serial Number:	78964132	VALLEYCREST DESIGN GROUP
Serial Number:	76437380	THE WORKFORCE OF NATURE
Serial Number:	76437388	VALLEYCREST
Serial Number:	76437398	
Serial Number:	76437389	VALLEYCREST
Serial Number:	76437399	

CORRESPONDENCE DATA

Fax Number: 7147558290

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

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

038611-0078

TRADEMARK
REEL: 005143 FRAME: 0668

	KRISTIN J AZCONA
Signature:	/kja/
Date:	11/01/2013
Total Attachments: 7 source=ValleyCrest - IP Termination#page1.tif source=ValleyCrest - IP Termination#page2.tif source=ValleyCrest - IP Termination#page3.tif source=ValleyCrest - IP Termination#page4.tif source=ValleyCrest - IP Termination#page5.tif source=ValleyCrest - IP Termination#page6.tif source=ValleyCrest - IP Termination#page7.tif	

**RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY COLLATERAL**

This RELEASE, dated as of June 13, 2013 (this "Release"), is made by GOLDMAN SACHS CREDIT PARTNERS L.P., as Collateral Agent (the "Collateral Agent"), in connection with the termination of the Pledge and Security Agreement (First Lien), dated as of October 4, 2006 (the "Agreement"), by and among VALLEY CREST TREE COMPANY, a California corporation, U.S. LAWNS, INC., a Florida corporation, and VALLEYCREST COMPANIES LLC, a California limited liability company (successor to VALLEYCREST COMPANIES, a California corporation) (collectively, the "Grantors"), and the Collateral Agent. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement or the applicable Security Agreement (as defined below), as applicable.

WITNESSETH

WHEREAS, pursuant to (i) the Trademark Security Agreement (First Lien) (the "2006 Security Agreement") by and among the Grantors and the Collateral Agent, dated as of October 4, 2006 and recorded with the U.S. Patent and Trademark Office (the "USPTO") on October 12, 2006 at Reel/Frame Nos. 3453/0114 and 3430/0189 and (ii) the Trademark Security Agreement (the "2007 Security Agreement" and together with the 2006 Security Agreement, collectively, the "Security Agreement") between certain of the Grantors and the Collateral Agent, dated as of March 20, 2007 and recorded with the USPTO on May 23, 2007 at Reel/Frame Nos. 3552/0685, each Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under the following, whether then existing or thereafter created or acquired (collectively, the "Released Collateral"):

- (a) (i) the trademark and service mark registrations and applications referred to on Schedule A hereto, (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 or dilution 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;

WHEREAS, the Collateral Agent acknowledges that full payment, complete performance and satisfaction of all obligations related to the Agreement secured by each Security Agreement have been made and all related liens thereunder have been released; and

WHEREAS, the Grantors have requested that the Collateral Agent release, and the Collateral Agent has agreed to release, its security interest in, to and under the Released Collateral, including the trademarks listed on Schedule A hereto.

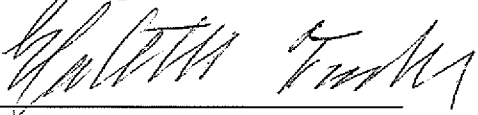
NOW, THEREFORE, in consideration of the foregoing, the Collateral Agent hereby terminates, releases and discharges fully its security interest in all of each Grantor's right, title and interest in, to and under the Released Collateral, including the trademarks listed on Schedule A attached hereto and incorporated herein by reference.

The Collateral Agent agrees to provide the Grantors with any information and additional authorization necessary to effect the release of its security interest in the Released Collateral. The Collateral Agent hereby authorizes each Grantor, or a Grantor's authorized representative, to record this Release with the United States Patent and Trademark Office.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first set forth above.

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent


By: 
Authorized Signatory

Elizabeth Fischer
Authorized Signatory






Reel/Frame No. 3453/0114:

Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
BREAKING NEW GROUND	U.S. Federal	Cancelled	75718275 June 1, 1999	2329809 March 14, 2000
Design Only 	U.S. Federal	Registered	76562427 November 17, 2003	2897023 October 26, 2004
Design Only 	U.S. Federal	Registered	76437397 August 5, 2002	2891663 October 5, 2004
Design Only 	U.S. Federal	Registered	76437396 August 5, 2002	2889773 September 28, 2004
Design Only 	U.S. Federal	Registered	76437395 August 5, 2002	3058025 February 7, 2006
Design Only 	U.S. Federal	Registered	76437394 August 5, 2002	3145823 September 19, 2006
Design Only 	U.S. Federal	Registered	76437393 August 5, 2002	2977025 July 26, 2005
Design Only 	U.S. Federal	Registered	76437392 August 5, 2002	2942535 April 19, 2005
Design Only 	U.S. Federal	Registered	75432162 February 11, 1998	2266591 August 3, 1999
Design Only	U.S. Federal	Registered	76437391 August 5, 2002	2891662 October 5, 2004
ECI	U.S. Federal	Registered	75731696 June 17, 1999	2422854 January 23, 2001



Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
ENVIRONMENTAL CARE	U.S. Federal	Registered Section 2(F)	75478631 May 4, 1998	2389086 September 26, 2000
HOLIDAY WORKS	U.S. Federal	Registered	76056485 May 25, 2000	2453215 May 22, 2001
NATURAL ENGINEERING	U.S. Federal	Registered	75499234 June 8, 1998	2365137 July 4, 2000
SITE WORKS	U.S. Federal	Registered	75243422 February 18, 1997	2352217 May 23, 2000
THE WORKFORCE OF NATURE	U.S. Federal	Registered	76437379 August 5, 2002	2821662 March 9, 2004
THE WORKFORCE OF NATURE	U.S. Federal	Registered	76437378 August 5, 2002	2830621 April 6, 2004
THE WORKFORCE OF NATURE	U.S. Federal	Registered	76437382 August 5, 2002	2830622 April 6, 2004
THE WORKFORCE OF NATURE	U.S. Federal	Registered	76437381 August 5, 2002	3123946 August 1, 2006
VALLEY CREST TREE COMPANY THE TREE GROWING & TREE MOVING COMPANY	U.S. Federal	Registered	78366361 February 11, 2004	2997238 September 20, 2005
VALLEYCREST	U.S. Federal	Registered	76437389 August 5, 2002	2889772 September 28, 2004
VALLEYCREST	U.S. Federal	Registered	75499379 June 8, 1998	2282997 October 5, 1999
VALLEYCREST	U.S. Federal	Registered	76437387 August 5, 2002	2889771 September 28, 2004
VALLEYCREST	U.S. Federal	Registered	76437386 August 5, 2002	3162994 October 24, 2006
VALLEYCREST	U.S. Federal	Registered	76437385 August 5, 2002	2887156 September 21, 2004
VALLEYCREST	U.S. Federal	Registered	76437384 August 5, 2002	2889770 September 28, 2004
VALLEYCREST	U.S. Federal	Registered	76437383 August 5, 2002	2889769 September 28, 2004
COMSTOCK STUDIO VALLEYCREST DESIGN GROUP	U.S. Federal	Pending Intent To Use	78964081 August 30, 2006	
JAMESHYATTSTUDIO VALLEYCREST DESIGNGROUP	U.S. Federal	Pending Intent To Use	78951857 August 14, 2006	
SITWORKSSTUDIO VALLEYCREST DESIGNGROUP	U.S. Federal	Pending Intent To Use	78951853 August 14, 2006	
VALLEYCREST	U.S. Federal	Published Intent To Use	76437390 August 5, 2002	
VALLEYCREST DESIGN GROUP	U.S. Federal	Pending Intent To Use	78964132 August 30, 2006	
A PASSION FOR PROTECTION	U.S. Federal	Cancelled	75442041 February 27, 1998	2266628 August 3, 1999
EXPERIENCE IN PLAY	U.S. Federal	Cancelled	75474220 April 24, 1998	2264654 July 27, 1999
CARE FOR IT	U.S. Federal	Cancelled	75731133 June 17, 1999	2329949 March 14, 2000
THE WORKFORCE OF NATURE	U.S. Federal	Abandoned	76437380 August 5, 2002	
VALLEYCREST	U.S. Federal	Abandoned	76437388 August 5, 2002	
Design Only	U.S. Federal	Abandoned	76437398 August 5, 2002	
Design Only	U.S. Federal	Abandoned	76437389 August 5, 2002	

Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
	U.S. Federal	Abandoned	76437399 August 5, 2002	

Reel/Frame No. 3430/0189:

Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
Design Only 	U.S. Federal	Registered	76417767 June 5, 2002	2718997 May 27, 2003
VENETIAN GEM	U.S. Federal	Registered	76564826 November 28, 2003	2904606 November 23, 2004
Design Only 	U.S. Federal	Registered	76565394 December 3, 2003	2937423 April 5, 2005
US-LAWN	U.S. Federal	Registered Supplemental Register	73590232 March 27, 1986	1476402 February 9, 1988
Design Only 	U.S. Federal	Renewed	73790561 April 3, 1989	1596756 May 15, 1990
U.S. LAWNS	U.S. Federal	Registered Section 2(F)	76603329 July 21, 2004	3047863 January 24, 2006
U.S. LAWNS 	U.S. Federal	Registered Partial Section 2(F)	76602748 July 19, 2004	3152508 October 10, 2006
US LAWN	U.S. Federal	Renewed Section 2(F)	74617185 January 3, 1995	1980654 June 18, 1996
NATIONAL STRENGTH, LOCAL COMMITMENT	U.S. Federal	Published	78716197 September 20, 2005	
Design Only 	U.S. Federal		76565392 December 3, 2003	

Reel/Frame No. 3552/0685:

Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
ESTATE GARDENS BY VALLEYCREST	U.S. Federal	Registered		3,482,932 August 12, 2008
 HRP Studio ValleyCrest Design Group	U.S. Federal	Registered		3,428,790 May 13, 2008
 ValleyCrest HomeScapes	U.S. Federal	Registered		3,315,620 October 23, 2007