TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM696903 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Notice of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bemus Landscape, Inc.		09/01/2021	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC, as Collateral Agent		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5988118	BEMUS LANDSCAPE, INC.

CORRESPONDENCE DATA

Fax Number: 7043311159

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

Phone: 7043311000

Email: PTO TMconfirmation@mvalaw.com, christinaguinn@mvalaw.com

Moore & Van Allen PLLC **Correspondent Name:** Address Line 1: 100 North Tryon Street

Address Line 2: **Suite 4700**

Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER:	043732.000075
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	12/22/2021

Total Attachments: 4

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EXECUTION VERSION

NOTICE

OF

GRANT OF SECURITY INTEREST

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TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of September 1, 2021 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Alter Domus (US) LLC, as Collateral Agent (the "Collateral Agent") for the Secured Parties (as defined therein), the undersigned Obligor has granted a continuing security interest in and a right to set off against the trademarks and trademark applications shown below to the Collateral Agent for the ratable benefit of the Secured Parties:

TRADEMARKS

<u>Description of Trademark No.</u> <u>Trademark Item</u>

Date of Trademark

See Schedule 1 attached hereto

TRADEMARK APPLICATIONS

Trademark Applications No.

Description of Trademark Applied for Date of Trademark Applications

See Schedule 1 attached hereto

The undersigned Obligor and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

Bemus Landscape, Inc.

Name: Ron Cammarata Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Acknowledged and Accepted:

ALTER DOMUS (US) LLC, as Collateral Agent

By: /**// (

Matthew Trybula

Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

Schedule 1

Bemus Landscape, Inc. (California Corporation)

U.S. Trademark

Trademark Registration

	Reg. No.	Reg. Date
BEMUS LANDSCAPE, INC.	5988118	02/18/2020

TRADEMARK REEL: 007538 FRAME: 0868

RECORDED: 12/22/2021