

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eichenlaub, LLC		09/08/2023	Limited Liability Company: PENNSYLVANIA
Organically Green Professional Lawn & Tree Spraying, LLC		09/08/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CHURCHILL AGENCY SERVICES, LLC		
Street Address:	430 PARK AVENUE,14TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4082739	EICHENLAUB	
Registration Number:	5497032		
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<i>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.</i>			
Phone:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Yee-Chung Chen		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	37226-015		
NAME OF SUBMITTER:	Yee-Chung Chen		
SIGNATURE:	/Yee-Chung Chen/		
DATE SIGNED:	09/08/2023		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of this 8th day of September, 2023, by Eichenlaub, LLC, a Pennsylvania limited liability company and Organically Green Professional Lawn & Tree Spraying, LLC, a Delaware limited liability company (individually and collectively, “Grantor”), in favor of CHURCHILL AGENCY SERVICES, LLC, a Delaware limited liability company, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”), under the Credit Agreement (defined below) (herein, “Grantee”):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of September 8, 2023 (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of September 8, 2023, among Grantor, one or more of its affiliates, and Grantee (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on and security interest in Grantor’s entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

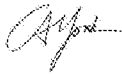
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a)

infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.

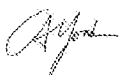
[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

EICHENLAUB, LLC

By 
Name: Kit York
Title: Authorized Representative

**ORGANICALLY GREEN PROFESSIONAL
LAWN & TREE SPRAYING, LLC**

By 
Name: Kit York
Title: Authorized Representative

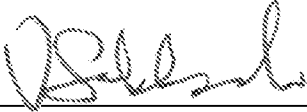
Agreed and Accepted
As of the Date First Written Above

CHURCHILL AGENCY SERVICES, LLC,
as Agent

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above



CHURCHILL AGENCY SERVICES, LLC,
as Agent



By: Vivek Sachidanand
Its: Principal

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>	<u>Owner</u>
Company logo (below)  EICHENLAUB	4082739	January 10, 2012	Eichenlaub, LLC (f/k/a Eichenlaub, Inc.)
Company logo (below) 	5497032	June 19, 2018	Organically Green Professional Lawn & Tree Spraying, LLC (f/k/a Organically Green Professional Lawn and Tree Spraying, Inc.)