

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547646

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Yellowstone Landscape, Inc.		11/01/2019	Corporation: DELAWARE
Yellowstone Landscape - Southeast, LLC		11/01/2019	Limited Liability Company: FLORIDA
Yellowstone Landscape - Central, Inc.		11/01/2019	Corporation: TEXAS
Ecoscope Solutions Group, LLC		11/01/2019	Limited Liability Company: NORTH CAROLINA
ALSW, LLC		11/01/2019	Limited Liability Company: FLORIDA
SLM Holdings LLC		11/01/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Collateral Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4817317	YELLOWSTONE LANDSCAPE
Registration Number:	3642566	YELLOWSTONE LANDSCAPE
Registration Number:	4946141	
Registration Number:	5592192	EXCELLENCE IN COMMERCIAL LANDSCAPING
Registration Number:	4652037	AUSTIN OUTDOOR
Registration Number:	3307100	AUSTIN OUTDOOR
Registration Number:	4644607	BIO
Registration Number:	4644602	BIO LANDSCAPE & MAINTENANCE
Registration Number:	3157127	ECOSCAPE SOLUTIONS GROUP
Registration Number:	3157128	ECOSCAPE SOLUTIONS GROUP
Registration Number:	3157129	E ECOSCAPE SOLUTIONS GROUP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3104070	ECOSCAPE.COM
Registration Number:	3104071	ECOSCAPE.COM
Registration Number:	3104072	ECOSCAPE
Registration Number:	3254879	
Registration Number:	3198176	
Registration Number:	4876763	CREATING PREMIER PROPERTIES BUILDING LAS
Registration Number:	5302411	THE SOSTA
Registration Number:	5548952	LANDSCAPE UNITED

CORRESPONDENCE DATA

Fax Number: 3129021061
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: 312.577.8034
Email: oscar.ruiz@katten.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-659
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	11/01/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of November 1, 2019 (this “Trademark Security Agreement”), is made by each signatory hereto listed under “Pledgors” (each a “Pledgor” and collectively, the “Pledgors”), in favor of Antares Capital LP, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of November 1, 2019 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among, among others, Elk Buyer, Inc., a Delaware corporation (the “Initial Borrower” and together with each Additional Borrower from time to time party thereto, collectively, the “Borrowers” and each, individually, a “Borrower”), Elk Intermediate Company II, Inc., a Delaware corporation, certain subsidiaries and affiliates of the Borrowers from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a

Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

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 pursuant to the Security Agreement, and the Pledgors 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.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

[Remainder of this page intentionally left blank]

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

PLEDGORS:

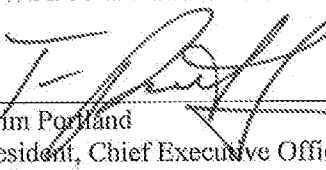
YELLOWSTONE LANDSCAPE, INC.

By: 
Name: Tim Portland
Title: President, Chief Executive Officer


YELLOWSTONE LANDSCAPE – SOUTHEAST, LLC

By: 
Name: Tim Portland
Title: President, Chief Executive Officer

YELLOWSTONE LANDSCAPE - CENTRAL, INC.

By: 
Name: Tim Portland
Title: President, Chief Executive Officer

ECOSCAPE SOLUTIONS GROUP, LLC

By: 
Name: Tim Portland
Title: President, Chief Executive Officer

ALSW, LLC

By: Yellowstone Landscape – Southeast, LLC, its Sole Member

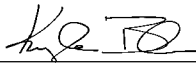
By: 
Name: Tim Portland
Title: President, Chief Executive Officer

SLM HOLDINGS LLC

By: 
Name: Tim Portland
Title: President, Chief Executive Officer

Accepted and Agreed:

ANTARES CAPITAL LP,
as Collateral Agent

By: 

Name: Kyle Blumer


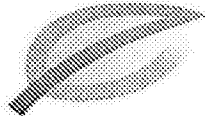
Title: Duly Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

RECORD OWNER	MARK	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
Yellowstone Landscape, Inc.	YELLOWSTONE LANDSCAPE 	4817317	9/22/2015	Registered
Yellowstone Landscape, Inc.	YELLOWSTONE LANDSCAPE	3642566	6/23/2009	Registered
Yellowstone Landscape, Inc.	DESIGN 	4946141	4/26/2016	Registered
Yellowstone Landscape-Southeast, LLC	EXCELLENCE IN COMMERCIAL LANDSCAPING 	5592192	10/23/2018	Registered
Yellowstone Landscape-Southeast, LLC	AUSTIN OUTDOOR 	4652037	12/9/2014	Registered
Yellowstone Landscape-Southeast, LLC	AUSTIN OUTDOOR	3307100	10/9/2007	Registered
Yellowstone Landscape – Central, Inc.	BIO	4644607	11/25/2014	Registered

RECORD OWNER	MARK	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
				
Yellowstone Landscape – Central, Inc.	BIO LANDSCAPE AND MAINTENANCE	4644602	11/25/2014	Registered
Ecoscape Solutions Group, LLC	ECOSCAPE SOLUTIONS GROUP	3157127	10/17/2006	Registered
Ecoscape Solutions Group, LLC	ECOSCAPE SOLUTIONS GROUP	3157128	10/17/2006	Registered
Ecoscape Solutions Group, LLC	E ECOSCAPE SOLUTIONS GROUP	3157129	10/17/2006	Registered
Ecoscape Solutions Group, LLC	ECOSCAPE.COM	3104070	6/13/2006	Registered
Ecoscape Solutions Group, LLC	ECOSCAPE.COM	3104071	6/13/2006	Registered
Ecoscape Solutions Group, LLC	ECOSCAPE	3104072	6/13/2006	Registered
Ecoscape Solutions Group, LLC	DESIGN (LEAF) 	3254879	6/26/2007	Registered
Ecoscape Solutions Group, LLC	DESIGN (LEAF)	3198176	1/16/2007	Registered
Yellowstone Landscape-Southeast, LLC	CREATING PREMIER PROPERTIES BUILDING LASTING RELATIONSHIPS	4876763	12/29/2015	Registered
ALSW LLC	THE SOSTA	5302411	10/03/17	Registered
SLM Holdings LLC	LANDSCAPE UNITED	5548952	08/22/2018	Registered

United States Trademark Applications:

None.