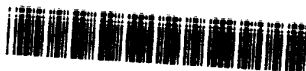


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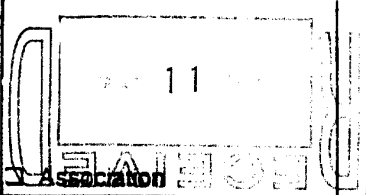
To the Honorable Commissioner of

attached original documents or copy thereof.

Name of conveying party(ies):

Sureco, Inc.

Individual(s)
General Partnership
Corporation-State
Other



Association
 Limited Partnership

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Lender

Internal Address:

Street Address: 10 S LaSalle

City: Chicago State: IL ZIP: 60603

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State New York
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

Additional name(s) of conveying party(ies) attached? Yes No

Nature of conveyance:

Assignment
 Security Agreement
 Other
 Merger
 Change of Name

Execution Date: April 22, 1997

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

05/27/1998 DCOATES 00000140 74333054

01 FC:481
02 FC:482

40.00 OP
575.00 OP

Additional numbers attached? Yes No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41).....\$ 615.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing

Signature

4/30/98

Date

Total number of pages including cover sheet, attachments, and document:

SURECO UNITED STATES TRADEMARKS

MAGNO.	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	RECORDED OWNER	GOODS	STATUS
3733 182-US-LA	WALKO	74/333,054	1/20/92	1,790,079	08/11/93	Sureco, Inc.	Drinking water antiseptic for poultry	Usage Affidavit Due 08/31/1999
3733 182-US-LA	SMCP & Design	73/590,603	03/28/86	1,449,112	07/28/87	Sureco, Inc.	Fertilizers, insecticides, fungicides, herbicides and rodenticides	Renewal Due 07/28/2007
3733 182-US-LA	PARA-BLOX	73/275,553	08/22/80	1,255,058	10/25/83	Sureco, Inc.	Rat bait	Renewal Due 10/25/2003
3733 182-US-LA	SNALLICIDE	73/164,756	04/03/78	1,115,917	04/03/79	Sureco, Inc.	Snail, slug and insect killing preparation	Renewal Due 04/03/2009
3733 182-US-LA	ROSE GUARD	72/289,186	01/19/68	862,234	12/24/68	Sureco, Inc.	Combination insecticide, herbicide, and plant food for roses	Renewal Due 12/24/2008
3733 182-US-LA	PENTREX	72/154,714	10/08/62	758,277	10/15/63	Sureco, Inc.	Plant food with soil penetrant	Renewal Due 10/15/2003
3733 182-US-LA	ROSE LEAF	72/029,046	04/29/57	661,512	05/13/58	Sureco, Inc.	Floral dust for the control of insects and plant disease	Renewal Due 05/13/2008
3733 182-US-LA	KILL-KO	72/022,836	01/18/57	658,408	02/18/58	Sureco, Inc.	Preparation for destroying rodents	Renewal Due 02/18/2008
3733 182-US-LA	WARE	72/022,519	01/14/57	654,625	11/19/57	Sureco, Inc.	Rodenticide	Renewal Due 11/19/2007
3733 182-US-LA	NICO-FUMIE	71/696,958	10/24/55	641,596	02/19/57	Sureco, Inc.	Insecticidal compound for fumigating greenhouses	Renewal Due 02/19/2007
3733 182-US-LA	BLACK LEAF & Design	71/669,713	07/09/54	626,735	05/15/56	Sureco, Inc.	Insecticides, weedicides, rodenticides, fungicides, algicides, parasiticides, nematocides for agricultural, horticultural, veterinary, poultry, household, and sanitary uses	Renewal Due 05/15/2006
3733 182-US-LA	NICO-FUMIE	71/005,482	05/13/05	46,922	10/17/05	Sureco, Inc.	Nicotin solution and paper saturated there-with	Renewal Due 10/17/2005
3733 182-US-LA	BLACK LEAF	71/005,480	05/13/05	47,058	10/24/05	Sureco, Inc.	Tobacco extracts	Renewal Due 10/24/2005

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Confidential Item 4

SURECO UNITED STATES TRADEMARKS

MAG. NO.	MARK	SERIAL NO.	FLING DATE	REG. NO.	REG. DATE	RECORDED OWNER	GOODS	STATUS
3733 182-US-LA	WALKO	74/333,054	11/20/92	1,790,079	08/31/93	Sureco, Inc.	Drinking water antiseptic for poultry	Usage Affidavit Due 08/31/1999
3733 182-US-LA	SMCP & Design	73/590,603	03/28/86	1,449,112	07/28/87	Sureco, Inc.	Fertilizers, insecticides, fungicides, herbicides and rodenticides	Renewal Due 07/28/2007
3733 182-US-LA	PARA-BLOX	73/164,756	08/22/80	1,251,058	10/25/83	Sureco, Inc.	Rat bait	Renewal Due 10/25/2003
3733 182-US-LA	SNAILCIDIE	73/164,756	04/03/78	1,115,917	04/03/79	Sureco, Inc.	Snail, slug and insect killing preparation	Renewal Due 04/03/2009
3733 182-US-LA	ROSE GUARD	72/289,186	01/19/68	862,234	12/24/68	Sureco, Inc.	Combination insecticide, herbicide, and plant food for roses	Renewal Due 12/24/2008
3733 182-US-LA	PENTREX	72/154,714	10/08/62	758,277	10/15/63	Sureco, Inc.	Plant food with soil penetrant	Renewal Due 10/15/2003
3733 182-US-LA	ROSE LEAF	72/029,046	04/29/57	661,512	05/13/58	Sureco, Inc.	Floral dust for the control of insects and plant disease	Renewal Due 05/13/2008
3733 182-US-LA	KILL-KO	72/022,836	01/18/57	658,408	02/18/58	Sureco, Inc.	Preparation for destroying rodents	Renewal Due 02/18/2008
3733 182-US-LA	WARF	72/022,519	01/14/57	654,625	11/19/57	Sureco, Inc.	Rodenticide	Renewal Due 11/19/2007
3733 182-US-LA	NICO-FUME	71/696,958	10/24/55	641,596	02/19/57	Sureco, Inc.	Insecticidal compound for fumigating greenhouses	Renewal Due 02/19/2007
3733 182-US-LA	BLACK LEAF & Design	71/669,713	07/09/54	626,735	05/15/56	Sureco, Inc.	Insecticides, weedicides, rodenticides, fungicides, algicides, parasiticides, nematocides for agricultural, horticultural, veterinary, poultry, household, and sanitary uses	Renewal Due 05/15/2006
3733 182-US-LA	NICO-FUME	71/005,482	05/13/05	469,222	10/17/05	Sureco, Inc.	Nicotin solution and paper saturated there-with	Renewal Due 10/17/2005
3733 182-US-LA	BLACK LEAF	71/005,480	05/13/05	47,058	10/24/05	Sureco, Inc.	Tobacco extracts	Renewal Due 10/24/2005

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TRADEMARK

REEL: 1731 FRAME: 0793

TRADEMARK SECURITY AGREEMENT

SURECO, INC.

TRADEMARK SECURITY AGREEMENT, dated as of April 22, 1997, by SURECO, INC., a Georgia corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, as Lender.

W I T N E S S E T H:

WHEREAS, Guarantor and Lender are parties to that Credit Agreement dated as of May 2, 1997 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, Lender is willing to agree to the amendments provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License; (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License ; or (iii) any damages or other amounts recovered from the foregoing.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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.

[signature page follows]

IN WITNESS WHEREOF, 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.

SURECO, INC.

By:

M. J. ...
Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Lender

By:

Trevor J. Clark

Name:

TREVOR J. CLARK

Its Duly Authorized Signatory

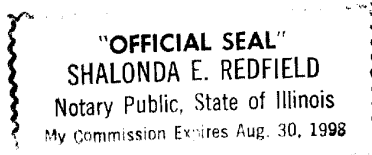
ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 22 day of April, 1998 before me personally appeared Mark Eisenwerk, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SureCo, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

Shalonda E. Redfield
Notary Public



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

See attached schedule

313429.2

TRADEMARK
REEL: 1731 FRAME: 0798

SURECO UNITED STATES TRADEMARKS

M&G NO.	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	RECORDED OWNER	GOODS	STATUS
3733 182-US-LA	WALKO	74/333,054	11/20/92	1,790,079	08/31/93	Sureco, Inc.	Drinking water antiseptic for poultry	Usage Affidavit Due 08/31/1999
3733 182-US-LA	SMCP & Design	73/590,603	03/28/86	1,449,112	07/28/87	Sureco, Inc.	Fertilizers, insecticides, fungicides, herbicides and rodenticides	Renewal Due 07/28/2007
3733 182-US-LA	PARA-BLOX	73/275,553	08/22/80	1,255,058	10/25/83	Sureco, Inc.	Rat bait	Renewal Due 10/25/2003
3733 182-US-LA	SNALLICIDE	73/164,756	04/03/78	1,115,917	04/03/79	Sureco, Inc.	Snail, slug and insect killing preparation	Renewal Due 04/03/2009
3733 182-US-LA	ROSE GUARD	72/289,186	01/19/68	862,234	12/24/68	Sureco, Inc.	Combination insecticide, herbicide, and plant food for roses	Renewal Due 12/24/2008
3733 182-US-LA	PENTREX	72/154,714	10/08/62	758,277	10/15/63	Sureco, Inc.	Plant food with soil penetrant	Renewal Due 10/15/2003
3733 182-US-LA	ROSE LEAF	72/029,046	04/29/57	661,512	05/13/58	Sureco, Inc.	Floral dust for the control of insects and plant disease	Renewal Due 05/13/2008
3733 182-US-LA	KILL-KO	72/022,836	01/18/57	658,408	02/18/58	Sureco, Inc.	Preparation for destroying rodents	Renewal Due 02/18/2008
3733 182-US-LA	WARE	72/022,519	01/14/57	654,625	11/19/57	Sureco, Inc.	Rodenticide	Renewal Due 11/19/2007
3733 182-US-LA	NICO-FUME	71/696,958	10/24/55	641,596	02/19/57	Sureco, Inc.	Insecticidal compound for fumigating greenhouses	Renewal Due 02/19/2007
3733 182-US-LA	BLACK LEAF & Design	71/669,711	07/09/54	626,735	05/15/56	Sureco, Inc.	Insecticides, weedicides, rodenticides, fungicides, algacides, parasiticides, nematocides for agricultural, horticultural, veterinary, poultry, household, and sanitary uses	Renewal Due 05/15/2006
3733 182-US-LA	NICO-FUME	71/005,482	05/13/05	46,922	10/17/05	Sureco, Inc.	Nicotin solution and paper saturated there-with	Renewal Due 10/17/2005
3733 182-US-LA	BLACK LEAF	71/005,480	05/13/05	47,058	10/24/05	Sureco, Inc.	Tobacco extracts	Renewal Due 10/24/2005

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TRADEMARK REEL: 3733 182-US-LA FRAME: 0799

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SURECO UNITED STATES TRADEMARKS

M&G NO.	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	RECORDED OWNER	GOODS	STATUS
3733-182-US-LA	VALUE BRANDS	75/344,932	08/21/97	..	..	Sureco, Inc	Services related to the sales of lawn and garden products	Pending
3733-182-US-LA	SURECO	75/228,715	01/21/97	..	..	Sureco, Inc	Pesticides, including insecticides, fungicides, and herbicides, deodorized kerosene oil, and fertilizers	Pending
3733-182-US-LA	AMERICA'S CHOICE DO-IT-YOURSELF BRAND & Design	74/714,327	08/11/95	..	..	Sureco, Inc.	Soil amendments, plant food, fertilizers for agricultural and domestic use, humus, potting soil, manure	Pending
3733-182-US-LA	SUREPACK	75/177,006	10/04/96	..	..	Sureco, Inc	Packaging articles including insecticides, herbicides, weedicides, rodenticides, fungicides, algacides, parasiticides, nematocides for agricultural, horticultural, veterinary, poultry, household, and sanitary uses to the order and specifications of others	Pending Reg # 2,101,474
3733-182-US-LA	BLACK LEAF & Design	75/173,099	09/27/96	..	..	Sureco, Inc.	Lawn and garden products, namely, insecticides, weedicides, rodenticides, fungicides, algacides, parasiticides, nematocides for agricultural horticultural, veterinary, poultry, household and sanitary uses	Pending Reg # 2,103,276
3733-182-US-LA	AMERICA'S CHOICE DO-IT-YOURSELF BRAND & Design	74/714,331	08/11/95	..	..	Sureco, Inc.	Pesticides for agricultural and domestic use	Pending
3733-182-US-LA	DE-MIZE & Design	74/698,562	07/06/95	1,975,052	05/21/96	Sureco, Inc.	Chemicals, namely rodenticides	Usage Affidavit Due 05/21/2002
3733-182-US-LA	RIGO	74/698,344	07/07/95	2,076,787	07/08/97	Sureco, Inc.	Pesticides, insecticides, herbicides and rodenticides for agricultural, domestic, and industrial use	Usage Affidavit Due 07/08/2003
3733-182-US-LA	NEAT 'N CLEAN	74/698,341	07/07/95	1,978,423	06/04/96	Sureco, Inc.	Herbicide for domestic yard and garden use	Usage Affidavit Due 06/04/2002
3733-182-US-LA	MIST-R-BUG	74/698,340	07/07/95	1,978,422	06/04/96	Sureco, Inc.	Insecticides for domestic use	Usage Affidavit Due 06/04/2002
3733-182-US-LA	ALLPRO & Design	74/613,233	12/21/94	2,024,453	12/17/96	Sureco, Inc	Pesticides for use by professional exterminators for structural pest control	Usage Affidavit Due 12/17/2002

December 11, 1997

RECORDED: 05/11/1998

RELEASED: 11/17/1998

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