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07-29-1998

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks



ments or copy thereof.

1. Name of conveying party(ies):

*MAV*  
*7-24-98*

NK Lawn & Garden Co.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 07/17/98

100778791

2. Name and address of receiving-party(ies)

Name: Congress Financial Corporation (Central)

Internal Address: \_\_\_\_\_

Street Address: 100 S. Wacker

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation State Wisconsin
- Other \_\_\_\_\_

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,141,007  
2,139,126

Additional numbers attached?  Yes  No

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

Name: Meredith A. Parsons

Internal Address: Suite 5800

Street Address: Latham & Watkins  
233 S. Wacker Drive

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

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

07/29/1998 DMGUYEN 00000266 2141007

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:002 25.00 OP

**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.*

Meredith A. Parsons  
Name of Person Signing

*Meredith A. Parsons*  
Signature

7/28/98

Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

## AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT ("Amendment"), dated as of July 17, 1998 is entered into between NK LAWN & GARDEN CO. ("Debtor") and CONGRESS FINANCIAL CORPORATION (CENTRAL) ("Lender").

### WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Trademark Security Agreement dated as of June 20, 1995 (the "Existing Trademark Security Agreement") which was filed with the United States Patent and Trademark Office on June 23, 1995 at Reel 1366, Frame 0095. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Security Agreement.

WHEREAS, Debtor desires to amend the Existing Trademark Security Agreement to reflect the addition of certain Collateral listed on Schedule A attached hereto.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Security Agreement. "Schedule A to Trademark Security Agreement" appended to the Existing Trademark Security Agreement is hereby amended by adding the Collateral listed on Schedule A attached hereto.

2. Absence of Waiver or Setoff.

2.1. No Waiver. Lender and Debtor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Security Agreement or any other Financing Agreement.

2.2. Acknowledgment of Liabilities. Debtor acknowledges and agrees that there is no defense, setoff or counterclaim of any kind, nature or description to the Obligations or the payment thereof when due.

3. Representations. Debtor hereby represents and warrants to Lender that:

(i) Debtor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and

(ii) this Amendment is a legal, valid, and binding obligation of Debtor, enforceable against Debtor in accordance with its terms.

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without giving effect to principles of conflicts of laws.

(iv) All obligations of Debtor and rights of Lender that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

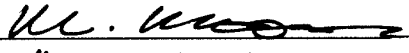
(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Debtor and Lender and their respective successors and assigns, and shall inure to the benefit of Debtor and Lender and the successors and assigns of Lender.

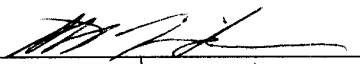
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

NK LAWN & GARDEN CO., a Delaware corporation

By:   
Name: MICHAEL WOODS  
Title: PRES. & CEO

CONGRESS FINANCIAL CORPORATION (CENTRAL)

By:   
Name: STEVEN LINDERMAN  
Title: vice President

**SCHEDULE A**

TITLE	REGISTRATION NUMBER	DATE
NK Lawn & Garden	2,141,007	3/3/98
NK Lawn & Garden Co.	2,139,126	2/24/98