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U.S. Department of Commerce Pintent and Trademark Office TRADEMARK



11-24-1998

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Name Easy Gardener, Inc.	\$ <b>Month Day Year</b> ₩ 1013398
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Receiving Party	Mark if additional names of receiving parties attached
Name Bank of America National Tru	st and Savings Association
DBA/AKA/TA	
Composed of	
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OMB 0651-0027	Page 2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK
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Address (line 1)	Buchalter, Nemer, Fields & Younger	
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Address (line 4)		
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		<del></del> 1
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Enter either the Trade	Trademark Application Number or the Registration Number (DO NOT ENTER Botemark Application Number(s) Regis	OTH numbers for the same property).
Enter either the Trade 74092105	Trademark Application Number or the Registration Number (DO NOT ENTER Beemark Application Number(s) Regis	otration Number(s)  1664643  982195
74092105 75533178	Trademark Application Number or the Registration Number (DO NOT ENTER Be emark Application Number(s) Registration Number (175507138 1768337 1682545	1675783 1921278
Enter either the Trade 74092105	Trademark Application Number or the Registration Number (DO NOT ENTER Beemark Application Number(s) Regis	otration Number(s)  1664643  982195
74092105 75533178	Trademark Application Number or the Registration Number (DO NOT ENTER Begins)           emark Application Number(s)         Regis           75507138         1768337           75344321         1682545           1684947	1675783 1921278
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		conveying parties attac	Execution Date  Month Day Year
Name Easy Gardener, Inc.			101398
Formerly			
Individual General Partnership Limited	l Partnership X (	Corporation	Association
Other			
Citizenship State of Incorporation/Organization Del	eware		
Receiving Party  Enter Additional Receiving Party  Mark if a	dditional names of receiving	ng parties attached	
Name Bank of America National Trust an	nd Savings Associa		
DBA/AKA/TA		<b>   </b>	NA NANA KARA NANA NANA NANA NANA
Composed of		<u>.</u>	11-24-1998 & TMOfc/TM Mail Rept Dt. #70
Address (line 1) 345 Montgomery Street		U.S. Patent	& IMOR: HAIMAII TEPES
Address (line 2) San Francisco Regional Commercial	Banking Office	(#1499)	
Address (line 3) San Francisco City	California State/Country		94104 Zip Code
	Statureouthy		• .
Individual General Partnership Limit	ted Partnership	If document to be assignment and	
Corporation Association	ted Partnership	assignment and not domiciled in appointment of	the receiving party is the United States, an a domestic
X Corporation Association	ted Partnership	assignment and not domiciled in appointment of representative s (Designation me	the receiving party is the United States, an a domestic should be attached ust be a separate
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Citizenship/State of Incorporation/Organization  Citizenship/State of Incorporation/Organization  Trademark Application Number(s) or Registrat  Enter either the Trademark Application Number or the Registration In	elaware ion Number(s) Number (DO NOT ENTER B Rec [1769537]	assignment and not domiciled in appointment of representative s (Designation me document from Mark if additional stration Number 1557426	the receiving party is the United States, an a domestic should be attached ust be a separate the Assignment.)  onal numbers attached same property).  r(s)  2015572
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Conveying Party Enter Additional Conveying Party	X Mark if additional names of conveying parties attached Execution Date Month Day Year
Name U.S. Home & Garden, Inc.	101398
Formerly	
Individual General Partnership	Limited Partnership X Corporation Association
Other	
Citizenship State of Incorporation/Organizatio	Delaware
Receiving Party Enter Additional Receiving Party	Mark if additional names of receiving parties attached
Name Bank of America National T	
DBA/AKA/TA	
Composed of	11-24-1998
Address (line 1) 345 Montgomery Street	U.S. Palent & TMOfc/TM Maii Rcpt Dt. #70
Address (line 2) San Francisco Regional Com	mercial Banking Office (#1499)
Address (line 3) San Francisco	California 94104 State/Country Zio Code
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Citizenship/State of Incorporation/Organization	n Delaware
Trademark Application Number(s) or Re	walk ii additional number a attached
	istration Number (DO NOT ENTER BOTH numbers for the same property).
Trademark Application Number(s)	Registration Number(s)
	1894492
	1802506

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Individual	General Partnership	Limited	Partnership	X Corpora	tion	Association
Other						
	p State of Incorporation/Organization	De	laware			
Receiving P	larty Receiving Party	Mark if ad	ditional names o	f receiving parties	attached	
Name	Bank of America National '	Irust a	nd Savings	Association		
DBA/AKA/TA					1/04/04/14/04/1/01/01/01/01/01/01/01/01/01/01/01/01/0	
Composed of					11	-24-1998
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Address (line 2)	San Francisco Regional Co	mmercia	l Banking (	Office (#149	99)	
Address (line 3)	San Francisco	Ca	lifornia		9	4104
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Conveying Party  Enter Additional Conveying Party  Mark if additional names of conveying parties attached Execution Date  Month Day Year
Name Weed Wizard, Inc. 101398
Formerly
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Other
Citizenship State of Incorporation/Organization Delaware
Receiving Party  Enter Additional Receiving Party  Mark if additional names of receiving parties attached
Name Bank of America National Trust and Savings Association
DBA/AKA/TA
Composed of 1-24-1998
Address (line 1) 345 Montgomery Street
Address (line 2) San Francisco Regional Commercial Banking Office (#1499)
Address (line 3) San Francisco California 94104  City State/Country 2ip Code
Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is
X Corporation Association Association not domiciled in the United States, an appointment of a domestic
Tepresentative should be attached (Designation must be a separate document from the Assignment.)
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Trademark Application Number(s) Registration Number(s)
75360611

# Schedule of Intellectual Property - Trademarks

5/4/93         7/1/91         1 It Works. You Dont.           4/14/92         7/1/90         1 Ross           5/5/92         12/1/46         1,5,11 Ross           1/1/19/91         1/1/18/1         1 Gro-Stakes           2/18/92         12/1/46         1 Tomato Boomers           4/16/94         12/1/72         1 Jobe s           9/19/85         8/1/93         1 Tomato Boomers           4/16/94         12/1/72         1 Jobe s           9/1/895         8/1/93         1 Sit Block           11/12/93         8/1/92         20 Tree Stakit           9/1/895         8/1/92         19 Sitt Block           11/12/93         8/1/92         22 Bark Guard           9/1/89         17/1/92         21 Easy Feeder           4/20/93         12/1/92         31 Micropore           1/1/4/92         8/1/92         20 Fabricpegs           2/9/88         3/1/87         22 Gro Cover           7/14/87         10/1/85         22 Gro Cover           7/14/87         10/1/81         22.24 Easy Gardener           6/30/87         8/1/84         22.24 Easy Gardener           6/23/98         17/1         22.24 Easy Gardener           6/18/96	SN/Reg	Reg/File	First Use	Class	Mark	Current Owner
4/14/92         7/1/90         1 Ross           5/5/92         12/1/46         1,5,11 Ross           11/19/91         1/1/18/1         1 Gro-Stakes           2/7/98         1/1/76         1 Jobe's           4/16/94         12/1/72         1 Jobe's           4/16/94         12/1/72         1 Jobe's           4/16/94         12/1/72         1 Jobe's           8/19/95         1/1/92         1 Jobe's           8/19/95         1/1/92         1 Jobe's           11/28/95         3/19/3         16 Bio Block           11/12/93         8/1/92         20 Tree Stakit           8/1/93         7/1/92         20 Tree Stakit           11/17/93         8/1/92         20 Tree Stakit           11/17/93         8/1/92         20 Tree Stakit           8/1/93         12/1/92         21 Easy Feeder           11/1/92         17/1/92         21 Easy Feeder           1/1/4/92         17/1/92         21 Easy Gardener           8/18/90         17/1/88         22 Gro Cover           8/18/98         3/1/87         22 A Easy Gardener           6/13/98         1/1/19         1 Treewrap           1/1/1/98         1/1/19         1 Green-Agai	1,768,337	5/4/93	7/1/91	_	It Works. You Don't.	Easy Gardener, Inc.
11/1991         12/146         1,5,11         Ross           11/1991         1/1/81         1 Gro-Stakes           2/7/98         11/176         1 Tomato Boomers           4/16/94         12/1/72         1 Jobe's           4/16/94         12/1/72         1 Jobe's           4/16/94         12/1/72         1 Jobe's           11/28/95         3/1/93         16 Bio Block           11/28/95         3/1/92         20 Tree Stakit           11/12/93         8/1/92         20 Tree Stakit           11/1/93         11/1/92         20 Tree Stakit           11/1/93         11/1/92         20 Tree Stakit           11/1/93         8/1/92         20 Tree Stakit           11/1/93         11/1/92         20 Tree Stakit           11/1/94         11/1/92         20 Tree Stakit           11/1/92         11/1/92         20 Tree Stakit           11/1/1/92         11/1/92         21 Easy Feeder           11/1/94         11/1/92         21 Easy Feeder           11/1/94         11/1/94         21 Easy Gardener           11/1/95         11/1/95         21/1/96           11/1/96         11/1/96         11/1/96           11/1/98 <td< td=""><td>1,682,545</td><td>4/14/92</td><td>7/1/90</td><td>-</td><td>Ross</td><td>Easy Gardener, Inc.</td></td<>	1,682,545	4/14/92	7/1/90	-	Ross	Easy Gardener, Inc.
11/1991         1/1/81         1 Gro-Stakes           2/18/92         12/1/46         11 Ross Root Feeder           2/7/98         1/1/76         1 Jobe's           4/16/94         12/1/72         1 Jobe's           9/19/85         8/1/93         17 Stops Weeds for Years           11/28/95         3/1/93         16 Bio Block           5/4/93         7/1/92         20 Tree Stakit           9/7/93         8/1/92         19 Silt Block           11/16/93         7/1/92         22 Bird Block           11/16/93         7/1/92         22 Bird Block           11/17/92         10/1/91         21 Easy Feeder           4/20/93         12/1/92         31 Micropore           11/14/92         8/1/90         17 East Start           8/28/90         1TU         20 Bark Guard           9/19/86         8/1/87         22 Gro Cover           1/14/87         10/1/81         22 Gro Cover           1/14/87         10/1/81         22/24 Easy Gardener           6/30/87         8/1/83         22/24 Easy Gardener           6/30/87         11/1/94         1 Green-Again           6/23/98         2/1/76         1 Green-Again           6/18/96	1,684,947	5/2/92	12/1/46	1,5,11	Ross	Easy Gardener, Inc.
2/18/92         12/146         11 Ross Root Feeder           2/7/98         1/1/76         1 Jobe's           4/16/94         12/1/72         1 Jobe's           8/19/85         8/1/93         17 Stops Weeds for Years           11/28/95         3/1/93         16 Bio Block           5/4/93         7/1/92         20 Tree Stakit           9/7/93         8/1/92         19 Silt Block           11/28/93         8/1/92         19 Deer Block           11/16/93         7/1/92         22 Bird Block           11/17/92         10/1/91         21 Easy Feeder           4/20/93         12/1/92         31 Micropore           11/14/92         8/1/90         17 Fast Start           8/28/90         1TU         20 Bark Guard           9/19/89         3/1/87         22 Gro Cover           7/14/87         10/1/85         22 Gro Bags           8/10/98         8/1/92         1 Cloud Cover           8/10/98         8/1/92         1 Cloud Cover           8/10/98         8/1/92         1 Cloud Cover           8/10/98         10/1/81         22/24 Easy Gardener           6/23/98         2/1/98         1 Cloud Cover           6/13/97         1 Cl	1,664,643	11/19/91	1/1/81	-	Gro-Stakes	Easy Gardener, Inc.
2/7/98         1/1/76         1 Tomato Boomers         Easy Gardener, Easy Gardener, Bully3           4/16/94         12/1/72         1 Jobe's         Easy Gardener, Easy Gardener, Bully3           1/1/28/95         3/1/93         1/1/92         20 Tree Stakit         Easy Gardener, Easy Gardener, Easy Gardener, Easy Gardener, Easy Gardener, Bully3           1/1/29/3         8/1/92         20 Tree Stakit         Easy Gardener, Buly3           1/1/18/92         1/1/19/92         21 Easy Feeder         Easy Gardener, Easy Gardener, Easy Gardener, Easy Gardener, Easy Gardener, Easy Gardener, Buly3           1/14/92         1/1/18/9         1/1/18/9         20 Fabricpegs         Easy Gardener, Easy Gard	1,675,783	2/18/92	12/1/46	11	Ross Root Feeder	Easy Gardener, Inc.
4/16/94         12/1/72         1 Jobe's         Easy Gardener, Easy Gardene	1,084,414	2/7/98	1/1/76	-	Tomato Boomers	Easy Gardener, Inc.
9/19/85         8/1/93         17 Stops Weeds for Years         Easy Gardener, Easy Gardene	982,195	4/16/94	12/1/72	-	Jobe's	Easy Gardener, Inc.
11/2895         3/1/92         16         Blo Block         Easy Gardener, 11/17/92         11/18/93         7/1/92         22         Bird Block Easy Gardener, 11/18/92         11/18/92         17/188         20         Fabricpegs         Easy Gardener, E	1,921,278	9/19/85	8/1/93	17	Stops Weeds for Years	Easy Gardener, Inc.
5/4/93         7/1/92         20         Tree Stakit         Easy Gardener, 11/17/92         7/1/92         22         Bird Block Easy Gardener, 11/18/19         21         Easy Feeder Easy Gardener, Ea	1,938,066	11/28/95	3/1/93	16	Bio Block	Easy Gardener, Inc.
9/7/93         8/1/92         19 Silt Block         Easy Gardener, Easy Gardener, Easy Gardener, 11/2/93         8/1/92         22 Bird Block Easy Gardener, Easy Gardener, 11/17/92         10/1/91         21 Easy Feeder         Easy Gardener, Easy Gardener, Easy Gardener, Easy Gardener, 11/14/92         8/1/90         17 Fast Start         Easy Gardener, Easy Gardener, Easy Gardener, B/19/89         7/1/88         20 Fabricpegs         Easy Gardener, Easy Gardener, Easy Gardener, Easy Gardener, Easy Gardener, 10/1/87         22 Gro-Bags         Easy Gardener, Easy Gardener, Easy Gardener, Easy Gardener, Easy Gardener, Easy Gardener, 10/4/83         10/1/81         22,24 Easy Gardener, Easy Gardener, Easy Gardener, Easy Gardener, 10/2/398         27,198         1/1/1/98         1/1/1/98         1/1/1/98         1/1/1/98         1/1/1/98         1/1/1/98         1/1/1/98         1/1/1/98         1/1/1/99         Easy Gardener, Easy Gardener, Easy Gardener, Easy Gardener, 10/2/3/98         1/1/1/98         1/1/1/98         1/1/1/98         1/1/1/98         1/1/1/98         1/1/1/98         1/1/1/98         1/1/1/98         1/1/1/98         1/1/1/99         Easy Gardener, Easy Gardener, Easy Gardener, 10/2/2/96         1/1/1/98         1/1/1/98         1/1/1/99         1/1/1/99         1/1/1/99         1/1/1/99         1/1/1/99         1/1/1/99         1/1/1/99         1/1/1/99         1/1/1/99         1/1/1/99         1/1/1/99         1/1/1/99         1/1/1/99         1/1/1/99         1/1	1,769,537	5/4/93	7/1/92	20	Tree Stakit	Easy Gardener, Inc.
11/16/93         7/1/92         22         Bird Block         Easy Gardener, Easy Gardener, Easy Gardener, Easy Gardener, 1/14/92           11/2/93         8/1/92         19         Deer Block         Easy Gardener, 2/9/88           1/14/92         1/1/88         20         Fabricpegs         Easy Gardener, Easy Gard	1,791,639	9/7/93	8/1/92	19	Silt Block	Easy Gardener, Inc.
11/2/93         8/1/92         19 Deer Block         Easy Gardener, Easy Gar	1,804,536	11/16/93	7/1/92	22	Bird Block	Easy Gardener, Inc.
11/17/92       10/1/91       21 Easy Feeder         4/20/93       12/1/92       31 Micropore         1/14/92       8/1/90       17 Fast Start         8/28/90       ITU       20 Bark Guard         9/19/89       7/1/88       20 Fabricpegs         2/9/86       3/1/87       22 Gro Cover         7/14/87       10/1/85       22 Gro-Bags         9/9/86       8/1/84       22,24 Easy Gardener         6/30/87       8/1/84       22,24 Easy Gardener         10/4/83       10/1/81       1 Treewrap         7/17/98       1TU       22,24 Easy Gardener         6/23/96       5/1/75       1 Tree Gard         11/12/96       5/1/75       1 Green-Again         6/18/96       7/1/88       24 Fabricpegs         7/23/96       7/1/88       2 Kabricpegs	1,802,112	11/2/93	8/1/92		Deer Block	
4/20/93       12/1/92       31 Micropore         1/14/92       8/1/90       17 Fast Start         8/28/90       ITU       20 Bark Guard         9/19/89       7/1/88       20 Fabricpegs         2/9/86       3/1/87       22 Gro-Bags         9/9/86       8/1/87       22 Gro-Bags         9/9/86       8/1/84       22,24 Easy Gardener         10/4/83       10/1/81       1 Cloud Cover         8/10/98       8/1/92       17 Treewrap         7/17/98       1TU       22,24 Easy Gardener         6/23/98       2/1/98       1 Easy Gardener         6/23/96       5/1/75       1 Green-Again         6/18/96       5/1/75       1 Green-Again         6/18/96       7/1/88       24 Fabricpegs         7/23/96       7/1/88       24 Fabricpegs	1,733,116	11/17/92	10/1/91	21	Easy Feeder	Easy Gardener, Inc.
1/14/92       8/1/90       17 Fast Start         8/28/90       ITU       20 Bark Guard         9/19/89       7/1/87       20 Fabricpegs         2/9/88       3/1/87       22 Gro Cover         7/14/87       10/1/85       22 Gro-Bags         9/9/86       8/1/83       22 Gro-Bags         9/9/86       8/1/83       22,24 Easy Gardener         10/4/83       10/1/81       1 Cloud Cover         8/10/98       8/1/92       17 Treewrap         7/17/98       1TU       22,24 Easy Gardener         6/23/98       2/1/98       1 Easy Gardener         6/18/96       5/1/75       1,5,9,28 Jobes         10/22/96       5/1/75       17 Tree Gard         11/12/96       8/1/76       1 Green-Again         6/18/96       7/1/88       24 Fabricpegs         7/23/96       11/1/94       5 XP-20	1,766,881	4/20/93	12/1/92		Micropore	Easy Gardener, Inc.
8/28/90       ITU       20       Bark Guard         9/19/89       7/1/88       20       Fabricpegs         2/9/86       3/1/87       22       Gro Cover         7/14/87       10/1/85       22       Gro-Bags         9/9/86       8/1/83       22       Weedblock         6/30/87       8/1/84       22,24       Easy Gardener         10/4/83       10/1/81       1       Cloud Cover         8/10/98       8/1/92       17       Treewrap         7/17/98       1TU       22,24       Easy Gardener         6/23/98       2/1/98       1       Easy Gardener         10/22/96       5/1/75       1       Tree Gard         11/12/96       5/1/75       1       Green-Again         6/18/96       7/1/88       24       Fabricpegs         7/23/96       11/1/94       5       XP-20	1,671,754	1/14/92	8/1/90	17	Fast Start	Easy Gardener, Inc.
9/19/89       7/1/88       20 Fabricpegs         2/9/88       3/1/87       22 Gro Cover         7/14/87       10/1/85       22 Gro-Bags         9/9/86       8/1/83       22 Gro-Bags         9/9/86       8/1/84       22,24 Easy Gardener         10/4/83       10/1/81       1 Cloud Cover         8/10/98       8/1/92       17 Treewrap         7/17/98       1TU       22,24 Easy Gardener         6/23/98       2/1/98       1 Easy Gardener         8/1/97       1TU       22,24 Easy Gardener         6/23/96       5/1/75       1 Tree Gard         10/22/96       5/1/75       1 Green-Again         6/18/96       7/1/88       24 Fabricpegs         7/23/96       7/1/88       24 Fabricpegs	74-092105	8/28/90	בו		Bark Guard	Easy Gardener, Inc.
2/9/88       3/1/87       22       Gro Cover         7/14/87       10/1/85       22       Gro-Bags         9/9/86       8/1/83       22       Weedblock         6/30/87       8/1/84       22,24       Easy Gardener         10/4/83       10/1/81       1       Cloud Cover         8/10/98       8/1/92       17       Treewrap         7/17/98       1TU       22,24       Easy Gardener         6/23/98       2/1/98       1       Easy Gardener         6/13/97       1TU       1,5,9,28       Jobes         10/22/96       5/1/75       1,5,9,28       Jobes         11/12/96       8/1/76       1       Green-Again         6/18/96       7/1/88       24       Fabricpegs         7/23/96       11/1/94       5       XP-20	1,557,426	9/19/89	7/1/88		Fabricpegs	Easy Gardener, Inc.
7/14/87       10/1/85       22 Gro-Bags         9/9/86       8/1/83       22 Weedblock         6/30/87       8/1/84       22,24 Easy Gardener         10/4/83       10/1/81       1 Cloud Cover         8/10/98       8/1/92       17 Treewrap         7/17/98       1TU       22,24 Easy Gardener         6/23/98       2/1/98       1 Easy Gardener         10/22/96       5/1/75       1 Tree Gard         11/12/96       8/1/76       1 Green-Again         6/18/96       7/1/88       24 Fabricpegs         7/23/96       11/1/94       5 XP-20	1,475,961	2/9/88	3/1/87		Gro Cover	Easy Gardener, Inc.
9/9/86         8/1/84         22,24         Easy Gardener         Easy           6/30/87         8/1/84         22,24         Easy Gardener         Easy           10/4/83         10/1/81         1         Cloud Cover         Easy           8/10/98         8/1/92         17         Treewrap         Easy           7/17/98         1TU         22,24         Easy Gardener         Easy           6/23/98         2/1/98         1         Easy Gardener         Easy           10/22/96         5/1/75         1,5,9,28         Jobes         Easy           11/12/96         8/1/76         1         Green-Again         Easy           6/18/96         7/1/88         24         Fabricpegs         Easy           7/23/96         11/1/94         5         XP-20         Easy	1,447,569	7/14/87	10/1/85	22	Gro-Bags	Easy Gardener, Inc.
6/30/87         8/1/84         22,24 Easy Gardener         Easy           10/4/83         10/1/81         1 Cloud Cover         Easy           8/10/98         8/1/92         17 Treewrap         Easy           7/17/98         ITU         22,24 Easy Gardener         Easy           6/23/98         2/1/98         1 Easy Gardener         Easy           10/22/96         5/1/75         1 Tree Gard         Easy           11/12/96         8/1/76         1 Green-Again         Easy           6/18/96         7/1/88         24 Fabricpegs         Easy           7/23/96         11/1/94         5 XP-20         Easy	1,408,576	98/6/6	8/1/83	22	Weedblock	Easy Gardener, Inc.
10/4/83       10/1/81       1 Cloud Cover       Easy         8/10/98       8/1/92       17 Treewrap       Easy         7/17/98       1TU       22,24 Easy Gardener       Easy         6/23/98       2/1/98       1 Easy Gardener       Easy         10/22/96       5/1/75       17 Tree Gard       Easy         11/12/96       8/1/76       1 Green-Again       Easy         6/18/96       7/1/88       24 Fabricpegs       Easy         7/23/96       11/1/94       5 XP-20       Easy	1,445,222	6/30/87	8/1/84	22,24	Easy Gardener	Easy Gardener, Inc.
8/10/98         8/1/92         17 Treewrap         Easy           7/17/98         ITU         22,24 Easy Gardener         Easy           6/23/98         2/1/98         1,5,9,28 Jobes         Easy           10/22/96         5/1/75         17 Tree Gard         Easy           11/12/96         8/1/76         1 Green-Again         Easy           6/18/96         7/1/88         24 Fabricpegs         Easy           7/23/96         11/1/94         5 XP-20         Easy	1,252,606	10/4/83	10/1/81	-	Cloud Cover	Easy Gardener, Inc.
7/17/98         ITU         22,24 Easy Gardener         Easy           6/23/98         2/1/98         1 Easy Gardener         Easy           8/1/97         ITU         1,5,9,28 Jobes         Easy           10/22/96         5/1/75         17 Tree Gard         Easy           11/12/96         8/1/76         1 Green-Again         Easy           6/18/96         7/1/88         24 Fabricpegs         Easy           7/23/96         11/1/94         5 XP-20         Easy	75-533178	8/10/98	8/1/92	17	Treewrap	Easy Gardener, Inc.
6/23/98 2/1/98 1 Easy Gardener 6/1/97 1TU 1,5,9,28 Jobes 10/22/96 5/1/75 17 Tree Gard 11/12/96 8/1/76 1 Green-Again 6/18/96 7/1/88 24 Fabricpegs 7/23/96 11/1/94 5 XP-20	75-515511	7/17/98	Ţ	22,24	Easy Gardener	Easy Gardener, Inc.
8/1/97 ITU 1,5,9,28 Jobes 10/22/96 5/1/75 17 Tree Gard 11/12/96 8/1/76 1 Green-Again 6/18/96 7/1/88 24 Fabricpegs 7/23/96 11/1/94 5 XP-20	75-507138	6/23/98	2/1/98	_	Easy Gardener	Easy Gardener, Inc.
10/22/96       5/1/75       17 Tree Gard       Easy         11/12/96       8/1/76       1 Green-Again       Easy         6/18/96       7/1/88       24 Fabricpegs       Easy         7/23/96       11/1/94       5 XP-20       Easy	75-344321	8/1/97	2	1,5,9,28	Jobes	Easy Gardener, Inc.
11/12/96       8/1/76       1 Green-Again       Easy         6/18/96       7/1/88       24 Fabricpegs       Easy         7/23/96       11/1/94       5 XP-20       Easy	2,010,199	10/22/96	5/1/25	17	Free Gard	Easy Gardener, Inc.
6/18/96 7/1/88 24 Fabricpegs 7/23/96 11/1/94 5 XP-20	2,015,572	11/12/96	8/1/76	<del>-</del>	3reen-Again	Easy Gardener, Inc.
7/23/96 11/1/94 5 XP-20 Easy Gardener,	1,981,079	6/18/96	7/1/88	24	-abricpegs	Easy Gardener, Inc.
	1,989,049	7/23/96	11/1/94		KP-20	

# Schedule of intellectual Property - Trademarks

SN/Reg	Reg/File	First Use	Class	Mark	Current Owner
1,986,161	96/6/2	11/1/94	20	20 Scatter Cap	Easy Gardener, Inc.
1,928,560	10/17/95	2/1/94	17	17 Emerald Edge	Easy Gardener, Inc.
1,741,296	12/22/92	3/1/74	17,22	17,22 Ross	Easy Gardener, Inc.
1,932,196	10/31/95	1/1/94	7	7 Power Gardener	U.S. Home & Garden
1,894,492	5/16/95	1/1/93	1,21	,21 Garden Thunder	U.S. Home & Garden
1,802,506	11/2/93	1/1/93	-	Garden Thunder	U.S. Home & Garden
2,007,257	10/8/96	6/1/96	20	20 Reel Easy	Weatherly Consumer Pro
75-360611	9/22/97	5/1/87	7	7 Weed Wizard	Weed Wizard, Inc.
1,417,090	11/18/96	8/26/98	Υ-	Penox	Golden West Chemical D

### TRADEMARK SECURITY AGREEMENT

### (TRADEMARK, TRADEMARK APPLICATIONS, AND TRADEMARK LICENSES)

U.S. HOME & GARDEN INC., a Delaware corporation ("Borrower"), EASY GARDENER, INC. ("G-EG"), a Delaware corporation, WEATHERLY CONSUMER PRODUCTS GROUP, INC. ("G-WCPG"), a Delaware corporation, WEATHERLY CONSUMER PRODUCTS, INC. ("G-WCP"), a Delaware corporation, WEED WIZARD ACQUISITION CORP. ("G-WWAC"), a Delaware corporation, and GOLDEN WEST AGRI-PRODUCTS, INC. ("G-GWAP"), a California corporation (Borrower, G-EG, G-WCPG, G-WWAC, and G-GWAP are each a "Grantor", and collectively and severally "Grantors"), own the Trademarks and Trademark applications listed on Schedule of Intellectual Property - Trademarks annexed hereto;

Grantors and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION ("Bank") are parties to a Credit Agreement, dated as of October 13, 1998, (as the same may be amended from time to time, the "Credit Agreement");

Pursuant to the terms of the Security Agreement, dated as of even date herewith, a copy of which is attached hereto as Exhibit A (as the same may be amended from time to time, the "Security Agreement"), between Grantors and Bank, Grantors have granted to Bank a security interest in substantially all the assets of Grantors including all right, title, and interest of any or all Grantors in, to and under all Grantors' Trademarks and Trademark Licenses, together with any reissues, extensions, or renewals thereof, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications thereof and for the registrations thereof, and all products and proceeds thereof, including any causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors do hereby jointly and severally grant upon the occurrence of certain events described herein, to Bank a continuing security interest in all of any or all Grantors' right, title, and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

1. each Trademark, Trademark registration, and Trademark application, including each Trademark, Trademark registration, and Trademark application referred to on Schedule of Intellectual Property - Trademarks annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration, and Trademark application;

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- 2. each Trademark License, including each Trademark License listed opposite the applicable Grantor's name on Schedule of Intellectual Property Trademarks annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licenses; and
- 3. all products and proceeds of the foregoing, including any claim by any or all Grantors against third parties for past, present, or future infringement of any Trademark or Trademark registration including any Trademark or Trademark registration referred to opposite the applicable Grantor's name on Schedule of Intellectual Property Trademarks annexed hereto, and any Trademark licensed under any Trademark License, including, without limitation, any Trademark License listed on Schedule of Intellectual Property Trademarks annexed hereto, or for injury to the goodwill associated with any Trademark, Trademark registration, or Trademark licensed under any Trademark License.

These security interests are granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Grantors do hereby further acknowledge and affirm that the rights and remedies of Bank 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.

This Trademark Security Agreement is intended to secure the Secured Obligations on the terms and conditions stated in the Security Agreement.

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all signatures were upon the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by telefacsimile shall be effective as delivery of a manually executed counterpart of this Agreement, and any party delivering such an executed counterpart of the signature page to this Agreement by telefacsimile to any other party shall thereafter also promptly deliver a manually executed counterpart of this Agreement to such other party, provided that the failure to deliver such manually executed counterpart shall not affect the validity, enforceability, or binding effect of this Agreement.

All capitalized terms used herein shall have the meaning ascribed thereto in the Security Agreement, unless specifically defined herein.

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IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed as of October13, 1998. U.S. HOME & GARDEN INC., **GRANTORS:** a Delaware corporation EASY GARDENER, INC., a Delaware corporation WEATHERLY CONSUMER PRODUCTS GROUP, INC., a Delaware corporation WEATHERLY CONSUMER PRODUCTS, INC., a Delaware corporation WEED WIZARD ACQUISITION CORP., a Delaware corporation

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GOLDEN WEST AGRI-PRODUCTS, INC., a California corporation

By: Title: CFC

**BANK** 

Acknowledged and Agreed to:

dated as of October 13, 1998.

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

**RECORDED: 11/24/1998** 

Ву:\_\_\_\_\_\_

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