

12-22-1998

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**



100926363



**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

11-24-1998

U.S. Patent & TMO/TM Mail Rpt Dt. #70

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

☒ New  
☐ Resubmission (Non-Recordation)  
Document ID #

☐ Correction of PTO Error  
Reel #  Frame #

☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

☐ Assignment ☐ License  
☒ Security Agreement ☐ Nunc Pro Tunc Assignment

☐ Merger

☐ Change of Name

☐ Other

Effective Date  
Month Day Year  
10 13 98

**Conveying Party**

☒ Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
3 10 98

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)  
☒ Corporation ☐ Association  
☐ Other

☐ Citizenship/State of Incorporation/Organization

12/21/1998 DNGUYEN 00000105 74092105

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 950.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**TRADEMARK**  
REEL: 1828 FRAME: 0326

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name	
Address (line 1)	
Address (line 2)	
Address (line 3)	
Address (line 4)	

**Correspondent Name and Address**

Area Code and Telephone Number **415-227-3560**

Name	William McC. Wright
Address (line 1)	Buchalter, Nemer, Fields & Younger
Address (line 2)	333 Market Street, 29th Floor
Address (line 3)	San Francisco, CA 94105-2130
Address (line 4)	

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# **7**

**Trademark Application Number(s) or Registration Number(s)**

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
74092105	75507138		1768337	1664643	982195
75533178	75344321		1682545	1675783	1921278
75515511			1684947	1084414	1938066

**Number of Properties**

Enter the total number of properties involved.

# **39**

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ **990.00**

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

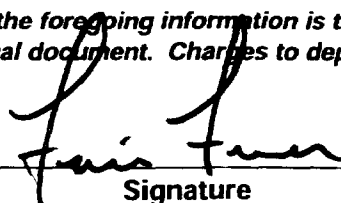
No ☐

**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. Charges to deposit account are authorized, as indicated herein.

Francis X. Ferrer

Name of Person Signing



Signature

11/17/98

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name Easy Gardener, Inc.

10 13 98

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ 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

11-24-1998

U.S. Patent & TMO/TM Mail Rpt Dt. #70

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

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

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☐ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)


1769537	1557426	2015572
1791639	1475961	1981079
1804536	1447569	1989049
1802112	1408576	1986161
1733116	1445222	1928560
1766881	1252606	1741296
1671754	2010199	

RECORDATION FORM COVER SHEET  
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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

Conveying Party

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☒ 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 ☒ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization Delaware

Receiving Party

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☐ Mark if additional names of receiving parties attached

Name Bank of America National Trust and Savings Association

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Composed of

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Trademark Application Number(s)

Registration Number(s)


1932196		
1894492		
1802506		

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

U.S. Department of Commerce  
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TRADEMARK

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Execution Date  
Month Day Year

Name

Weatherly Consumer Products, Inc.

101398

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☒

Corporation

☐

Association

☐

Other

☐

Citizenship State of Incorporation/Organization

Delaware

Receiving Party

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☐ Mark if additional names of receiving parties attached

Name

Bank of America National Trust and Savings Association

DBA/AKA/TA



Composed of

11-24-1998

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☒

Corporation

☐

Association

☐

Other

☐

Citizenship/State of Incorporation/Organization

Delaware

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☐

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)


2007257		

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

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Patent and Trademark Office  
TRADEMARK

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☒ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name Weed Wizard, Inc.

101398

Formerly

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☐ Other

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Name Bank of America National Trust and Savings Association

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Trademark Application Number(s)

Registration Number(s)

75360611

TRADEMARK

REEL: 1828 FRAME: 0331

# Schedule of Intellectual Property - Trademarks

SN/Reg	Reg/File	First Use	Class	Mark	Current Owner
1,768,337	5/4/93	7/1/91	1	It Works. You Don't.	Easy Gardener, Inc.
1,682,545	4/14/92	7/1/90	1	Ross	Easy Gardener, Inc.
1,684,947	5/5/92	12/1/46	1,5,11	Ross	Easy Gardener, Inc.
1,664,643	11/19/91	1/1/81	1	Gro-Stakes	Easy Gardener, Inc.
1,675,783	2/18/92	12/1/46	11	Ross Root Feeder	Easy Gardener, Inc.
1,084,414	2/7/98	1/1/76	1	Tomato Boomers	Easy Gardener, Inc.
982,195	4/16/94	12/1/72	1	Jobe's	Easy Gardener, Inc.
1,921,278	9/19/85	8/1/93	17	Stops Weeds for Years	Easy Gardener, Inc.
1,938,066	11/28/95	3/1/93	16	Bio Block	Easy Gardener, Inc.
1,769,537	5/4/93	7/1/92	20	Tree Stakit	Easy Gardener, Inc.
1,791,639	9/7/93	8/1/92	19	Silt Block	Easy Gardener, Inc.
1,804,536	11/16/93	7/1/92	22	Bird Block	Easy Gardener, Inc.
1,802,112	11/2/93	8/1/92	19	Deer Block	Easy Gardener, Inc.
1,733,116	11/17/92	10/1/91	21	Easy Feeder	Easy Gardener, Inc.
1,766,881	4/20/93	12/1/92	31	Micro-pore	Easy Gardener, Inc.
1,671,754	1/14/92	8/1/90	17	Fast Start	Easy Gardener, Inc.
74-092105	8/28/90	ITU	20	Bark Guard	Easy Gardener, Inc.
1,557,426	9/19/89	7/1/88	20	Fabricpegs	Easy Gardener, Inc.
1,475,961	2/9/88	3/1/87	22	Gro Cover	Easy Gardener, Inc.
1,447,569	7/14/87	10/1/85	22	Gro-Bags	Easy Gardener, Inc.
1,408,576	9/9/86	8/1/83	22	Weedblock	Easy Gardener, Inc.
1,445,222	6/30/87	8/1/84	22,24	Easy Gardener	Easy Gardener, Inc.
1,252,606	10/4/83	10/1/81	1	Cloud Cover	Easy Gardener, Inc.
75-533178	8/10/98	8/1/92	17	Treewrap	Easy Gardener, Inc.
75-515511	7/17/98	ITU	22,24	Easy Gardener	Easy Gardener, Inc.
75-507138	6/23/98	2/1/98	1	Easy Gardener	Easy Gardener, Inc.
75-344321	8/1/97	ITU	1,5,9,28	Jobes	Easy Gardener, Inc.
2,010,199	10/22/96	5/1/75	17	Tree Gard	Easy Gardener, Inc.
2,015,572	11/12/96	8/1/76	1	Green-Again	Easy Gardener, Inc.
1,981,079	6/18/96	7/1/88	24	Fabricpegs	Easy Gardener, Inc.
1,989,049	7/23/96	11/1/94	5	XP-20	Easy Gardener, Inc.

# Schedule of Intellectual Property - Trademarks

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

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.

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed as of October 13, 1998.

GRANTORS:

U.S. HOME & GARDEN INC.,  
a Delaware corporation

By: [Signature]  
Title: COO

EASY GARDENER, INC.,  
a Delaware corporation

By: [Signature]  
Title: VP

WEATHERLY CONSUMER PRODUCTS  
GROUP, INC., a Delaware corporation

By: [Signature]  
Title: VP

WEATHERLY CONSUMER PRODUCTS,  
INC., a Delaware corporation

By: [Signature]  
Title: VP

WEED WIZARD ACQUISITION CORP.,  
a Delaware corporation

By: [Signature]  
Title: VP

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

By: [Signature]  
Title: CEO

BANK

Acknowledged and Agreed to:

dated as of October 13, 1998.

BANK OF AMERICA NATIONAL  
TRUST AND SAVINGS ASSOCIATION

By: [Signature]  
Title: [Signature]