

12-23-1998



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

HEET

100928320

12.15.98

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Finelawn Research, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State Kentucky
 Other _____

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

2. Name and address of receiving party(ies):
 Name: BankAmerica Business Credit, Inc.
 Internal Address: 55 South Lake Avenue, Suite 900
 Street Address: 55 South Lake Avenue, Suite 900
 City: Pasadena State: California ZIP: 91101

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 3, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

B. Trademark Registration No.(s)
 1,367,978

Additional numbers attached? Yes No

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5. Name and address of party to whom correspondence concerning document should be mailed:
 Name:
Tamsen Valoir
 Street Address:
Jenkins and Gilchrist
1100 Louisiana Street, Suite 1800
Houston, Texas 77002-5214

6. Total number of applications and registrations involved:
 7. Total fee (37 CFR 3.41): \$ 40.00 *E*
 Enclosed
 Authorized to be charged to deposit account.
 (If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)
 8. Deposit Account number: 10-0447
 (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.

Tamsen Valoir *Tamsen Valoir* 12.15.98
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

Date of Deposit 12/15/98

I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as **first class mail** with sufficient postage on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box ASSIGNMENT, Washington, D.C. 20231.

Sallie Carlisle
 Sallie Carlisle

12/23/1998 SEB:RWS 00000008 1367978
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TRADEMARK
 REEL: 1830 FRAME: 0735

TRADEMARK AND TRADE NAME SECURITY AGREEMENT

WHEREAS, **Fine Lawn Research, Inc.**, a Kentucky corporation, with its chief executive office at _____ (hereinafter referred to as "Debtor"), has acquired, adopted and used, and is using, an exclusive license in the trademark:

"FINELAWN 1" US TM, Reg. No. 1367978, Reg. Date 10/29/85

WHEREAS, Debtor and **BankAmerica Business Credit, Inc.**, a Delaware corporation, having an office at 55 South Lake Avenue, Suite 900, Pasadena, California 91101, as Agent for the Lenders (as defined and described in the Loan Agreement) (herein referred to as "Secured Party"), have entered into a Loan and Security Agreement (herein referred to as the "Loan Agreement"), of even date herewith, by which Secured Party has acquired security interests in said Debtor's property interest in said trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant, transfer, assign and convey a security interest to Secured Party in all of Debtor's rights, titles and interests in and to said trademark, together with the goodwill of the business symbolized by the trademarks and trade names, and in the registrations or applications for registration thereof.

Debtor further covenants and warrants to Secured Party:

(a) that Debtor is the exclusive licensee of the trademark and all rights comprised in the trademark, subject to limitations imposed by law, and has the full authority to make this assignment;

(b) that Debtor's property interest in the trademark has not heretofore been pledged, hypothecated or otherwise encumbered, and are in all aspects free and clear of any encumbrances;

(c) that to its knowledge the validity of the trademark has never been questioned;

(d) that Debtor has not entered into any contract or made any commitment that will or may impair Secured Party's rights hereunder; and

THIS TRADEMARK SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT DALLAS, TEXAS, AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE

PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF NEW YORK, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Trademark and Trade Name Security Agreement as of this 3 day of December, 1998.

Fine Lawn Research, Inc.,
A _____ Corporation

By: Henry A. Ingalls
Name: Henry A. Ingalls
Title: VP / Treasurer

BankAmerica Business Credit, Inc.

By: Victor Alfirevic
Name: Victor Alfirevic
Title: ~~President~~ Vice President

