

01-26-1999



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1-22-99

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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 Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
12 18 98

Name

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 Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

01/25/1999 DCDATES 00000024 800153

01 FC:481 40.00 DP
02 FC:482 500.00 DP

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: 1843 FRAME: 0850

Schedule A

Trademarks

<u>Federal Trademarks/Service Marks</u>	<u>Registration Number</u>
Teardrop and tree of life design	800,153
NA-CHURS	813,776
BALANCE	853,487
NA-CHURS AGRONO GRAM	1,168,355
NA-CHURS WAY	1,172,231
BALANCE with design	1,314,150
plus+S	1,369,676
Double-OK	1,580,889
CropMaker	1,777,564
Teardrop with tree of life design surcharged with "NA-CHURS"	1,872,149
NA-CHURS	1,023,455
NA-CHURS Plant Food Company and design	1,297,134
CROP MAKER	1,361,143
CROP MAKER PLUS	1,361,144
CROP MAKER EXTRA	1,361,145
BALANCE LABS	1,667,084
AROUSE	1,373,207
E-Z LAWN	1,475,547
FOLIGEN	1,476,427
LIQUI-K	1,658,766
ULTRA-GRO	2,074,142

<u>California Trademarks</u>	<u>Registration Number</u>
NA-CHURS	65657
Design of a teardrop containing a representation of a tree	65658
NA-CHURS WAY	65661
BALANCE	70478
NA-CHURS and teardrop/tree design	70479
BALANCE and sunburst design	70480

Canadian Trademarks

NA-CHURS
Na-Churs symbol

Registration Number

UCA24140
198,050

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="800,153"/>	<input type="text" value="1,168,355"/>	<input type="text" value="1,369,676"/>
<input type="text" value="813,776"/>	<input type="text" value="1,172,231"/>	<input type="text" value="1,580,889"/>
<input type="text" value="853,487"/>	<input type="text" value="1,314,150"/>	<input type="text" value="1,777,564"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

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

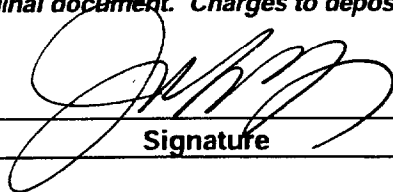
Deposit Account Number: #

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.

JOHN B. MILLER, JR., ESQ.
Name of Person Signing



Signature

1/21/98
Date Signed

SECURITY AGREEMENT

(Trademarks)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

WHEREAS. Na-Churs Plant Food Company, a Delaware corporation (the "Assignor"), has adopted, used and is using marks which are registered in the United States Patent and Trademark Office as set forth on **Schedule A** (the "Trademarks");

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof;

WHEREAS, the Assignor has entered into a Loan and Security Agreement dated as of December 1, 1998 (as amended, modified, supplemented or restated from time to time, the "Loan Agreement"), by and among the Assignor, its Canadian subsidiary, Alpine Plant Foods Corporation, NationsBank, N.A. ("NationsBank") and Bank of America Canada, pursuant to which NationsBank and Bank of America Canada have, on the date hereof, made or agreed to make certain loans to the Assignor or to Alpine/Canada for the Assignor's benefit and may, from time to time hereafter, make additional loans to the Assignor and Alpine Canada; and

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to assign to NationsBank, and to grant to NationsBank, for itself and as agent for Bank of America Canada, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively the "Trademark Collateral"):

(a) the Trademarks and any other trademarks (including service marks), trade names and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the trademarks,

(b) the licenses of the foregoing, whether as licensee or licensor,

(c) renewals thereof,

(d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof,

(e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing, and

(f) all rights corresponding to any of the foregoing throughout the world,

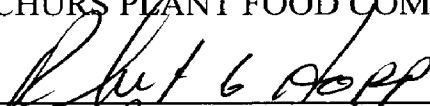
to secure the payment and performance of the Secured Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign to NationsBank, and grants to NationsBank, for itself and as agent for its Affiliate, Bank of America Canada, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations.

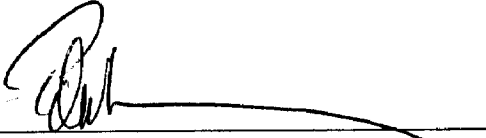
The Assignor hereby further acknowledges and affirms that the rights and remedies of NationsBank with respect to the assignment of and security interest in and lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be duly executed by its authorized officer or agent as of December 16, 1998.

NA-CHURS PLANT FOOD COMPANY

By: 
Name: ROBERT G HOPP
Title: VP

Attest:

By: 
Name: EDWARD KUMERMAN
Title: ASSISTANT SECRETARY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

This 10th day of December, 1998, personally came before me, a Notary Public in and for said County and State, EDWARD KLINERMAN who, being by me duly sworn, says that ~~she~~ is the ASSISTANT SECRETARY of Na-Churs Plant Food Company, that the foregoing instrument was signed by ROBERT G. HARR on behalf of said entity by his/~~her~~ authority duly given, and that ~~she~~ acknowledged said instrument in writing to be the act and deed of said entity.

WITNESS my hand and official seal.

Marilyn Giesler
Notary Public

My Commission Expires:

MARILYN GIESLER
Notary Public, State of New York
No. 41-4697303
Qualified in Queens County
Commission Expires Dec. 31, 1999

[NOTARIAL SEAL]