FORM PTO-1594
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MLD 2-22-99

02-23-1999

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies): EARTHGRO, INC.

☐ Individual(s) ☐ Association

☐ General Partnership ☐ Limited Partnership

☐√ Corporation-State (Connecticut)

☐ Other _____

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

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

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: _____

Street Address: 200 Jericho Quadrangle

City: Jericho State: NY ZIP: 11753

☐ Individual(s) citizenship _____

☐ Association _____

☐ General Partnership _____

☐ Limited Partnership _____

☐√ Corporation-State New York banking corporation

☐ Other _____

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

3. Nature of conveyance:

☐ Assignment ☐ Merger

☐√ Security Agreement ☐ Change of Name

☐ Other _____

Execution Date: December 4, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) see attached Schedule A

Additional numbers attached? ☐√ Yes ☐ No

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

Name: Lori E. Lesser, Esq.

Internal Address: Simpson Thacher & Bartlett

02/23/1999 DCDATES 00000084 1746650

01 FC:481 40.00 OP

02 FC:482 375.00 OP

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 16

415 E

7. Total fee (37 CFR 3.41): $415

☐√ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attached 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.

Lori E. Lesser, Esq.	Lori E. Lesser	2-19-99
Name of Person Signing	Signature	Date

Total number of pages comprising cover sheet: 5

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

SECURITY AGREEMENT

WHEREAS, EARTHGRO, INC., a Connecticut corporation with an address of 14111 Scottslawn Road, Marysville, Ohio 43041 (hereinafter referred to as the "Grantor"), owns the U.S. trademarks, trademark registrations and trademark applications listed on Schedule "A" annexed hereto; and

WHEREAS, the Grantor has agreed to grant, subject to (i) liens permitted to exist on such assets pursuant to both the Borrower and Domestic Subsidiary Guarantee and Collateral Agreement among The Scotts Company, each Domestic Subsidiary Borrower and certain other Domestic Subsidiaries in favor of The Chase Manhattan Bank, as Administrative Agent (the "Guarantee and Collateral Agent") and the Credit Agreement (as defined below) and (ii) existing trademark licenses granted by the Grantor in the ordinary course of rights with respect to such assets, a security interest in certain assets of the Grantor to secure the payment of all amounts owing under the Guarantee and Collateral Agreement and the Credit Agreement, dated as of December 4, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, The Scotts Company, the Domestic Subsidiary Borrowers, the banks parties thereto (the "Banks"), The Chase Manhattan Bank, as Administrative Agent (in such capacity, the "Grantee") for the Banks and certain other parties defined therein.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby mortgage, pledge and grant to the

Grantee, its successors, endorsees, transferees and assigns for the ratable benefit of the Banks, a security interest in all of the Grantor's right, title and interest in, to and under the following U.S. trademark applications and trademark registrations, whether presently existing or hereafter arising or acquired, and which is more fully described in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Terms defined in both the Credit Agreement and the Guarantee and Collateral Agreement shall have their defined meanings when used in this Security Agreement:

(i) each U.S. trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application referred to in Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(ii) each trademark license, including, without limitation, each trademark license listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any trademark or trademark registration, including, without limitation, any of the foregoing referred to in Schedule A, and of any trademark licensed under any trademark license, including, without limitation, any

trademark license listed on Schedule A, or for injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the interest granted in both the Credit Agreement and the Guarantee and Collateral Agreement, which are incorporated herein by reference, and of which this Security Agreement is a part.

IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be duly executed by its officers thereunto duly authorized as of the 4th day of December, 1998.

EARTHGRO, INC.

By: Rebecca J Buesing

Title: _____

12/01/98 - 8214867.02

SCHEDULE A

EARTHGRO, INC.
U.S. TRADEMARK REGISTRATIONS

Registration #	Mark - Description	Reg. Owner	Registration Date
1746650	1881 Select®	EarthGro, Inc.	01/19/93
1746652	1881 Select®	EarthGro, Inc.	01/19/93
1469572	Compost Plus®	EarthGro, Inc.	12/22/87
1785077	E.C.O.® and logo	EarthGro, Inc.	08/03/93
1723116	Earthgro, the Natural Choice® and design	EarthGro, Inc.	10/13/92
1726060	Earthgro, the Natural Choice® and design	EarthGro, Inc.	10/20/92
1378337	Earthgro®	EarthGro, Inc.	01/14/86
1378721	Earthgro®	EarthGro, Inc.	01/21/86
1769587	Earthgro®	EarthGro, Inc.	05/11/93
1403361	Earthgro® and design	EarthGro, Inc.	07/29/86
1404311	EG® and symbol	EarthGro, Inc.	08/05/86
1402894	EG® and symbol	EarthGro, Inc.	07/29/86
2178577	Pro Base®	EarthGro, Inc.	08/04/98
1488081	Summit®	EarthGro, Inc.	05/17/88
1877850	Summit®	EarthGro, Inc.	02/07/95
1528519	The First Thing You Need to Grow®	EarthGro, Inc.	03/07/89