

04-23-1999

RECORDATION FORM COVER SHEET

Docket No.:



REMARKS ONLY

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1332.017

101018072

1999

rademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Northwest Chemical Corporation d/b/a  
United Horticultural Supply

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark License Agreement
- Merger
- Change of Name

Execution Date: 4/2/99

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

Name: Bonide Products, Inc.

Internal Address: 2 Wurz Avenue

Street Address:

City: Yorkville, State: NY ZIP: 13495

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,203,329

Additional numbers attached?  Yes  No

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

Name: Nicholas Mesiti, Esq.

Internal Address: HESLIN & ROTHENBERG, P.C.

Street Address: 5 Columbia Circle

City: Albany, State: NY ZIP: 12203

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04/22/1999 DNGUYEN 00000121 1203329

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40.00

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.

Nicholas Mesiti, Reg. No. 32,7826

Name of Person Signing

Signature

April 7, 1999

Date

Total number of pages including cover sheet, attachments, and document:

6

4-12-99

## AGREEMENT

This Agreement is entered into as of the 2nd day of April, 1999, by and between Northwest Chemical Corporation dba/United Horticultural Supply ("Licensor"), and Bonide Products, Inc. ("Licensee").

### RECITALS:

This Agreement is made with reference to the following facts and objectives:

1. Licensor is the owner of the trademark set forth in Exhibit "A" ("Licensed Trademark") which has been registered with the United States Patent and Trademark Office.
2. Licensee desires to use the Licensed Trademark on or in connection with the sale of products by Licensee, which are Glyphosate-based products ("Products"), for use only in consumer home, lawn, and garden uses and sold through mass merchant and independent yard and garden retailers.

### AGREEMENT:

NOW, THEREFORE, in consideration of the recitals, the mutual promises, and covenants exchanged herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby enter into the following Agreement:

1. License. Licensor hereby grants to Licensee a nonexclusive royalty-free license except to the extent of the rights, uses and territories granted herein and right to use the Licensed Trademarks throughout the United States and its territories on or in connection with the sale of Products' use only in consumer home, lawn, and garden uses and sold through mass merchant and independent yard and garden retailers pursuant to the

conditions, limitations and restrictions set forth herein. Licensee shall not be permitted to use the Licensed Trademark in any other markets, including but not limited to, the following: professional turf, golf course, professional landscape, sod farms, vegetation management and production agriculture.

2. Quality Control. Licensee agrees that its use of the Licensed Trademark shall be conducted in accordance with all applicable federal, state and local laws and that Licensee will take no action which is likely to damage or impair the quality image and goodwill associated with the Licensed Trademark. Licensee agrees to use the Licensed Trademark only in connection with the sale of Products sold by Licensee. Licensor shall, upon reasonable prior notice, have the right to inspect Licensee's retail and wholesale outlets and operating procedures for the purpose of determining whether Licensee is operating under the Licensed Trademark in accordance with procedures standard to the trade.

3. Acknowledgment of Trademark Rights. Licensee admits the validity of, and agrees not to challenge Licensor's rights in and to the Licensed Trademark. Licensee also agrees that any and all rights that may be acquired by the use of the Licensed Trademark by Licensee shall inure to the sole benefit of Licensor. Licensee agrees to execute all papers reasonably requested by Licensor to effect registration of, maintenance and renewal of the Licensed Trademark.

4. Protection of Trademark. In the event that Licensee learns of any infringement or threatened infringement of the Licensed Trademark or any passing-off or that any third party alleges or claims that the Licensed Trademark are liable to cause deception or confusion to the public, or is liable to dilute or infringe any right of the third party, Licensee shall forthwith notify Licensor or its authorized representative giving particulars thereof and

Licensee shall provide necessary information and assistance to Licensor or its authorized representatives in the event that Licensor decides that proceedings should be commenced or defended. Any such proceedings shall be at the expense of Licensor and any monetary recoveries shall be the sole property of Licensor. Nothing herein, however, shall be deemed to require Licensor to enforce the Licensed Trademark against any alleged infringer.

5. Registration. Notwithstanding anything to the contrary herein, Licensee is granted the right to identify its business utilizing the Licensed Trademark or a variation thereof, and to make the appropriate filings to register such usage, provided that (a) Licensee shall not have the exclusive right to utilize the name, (b) Licensee shall execute such consents or other documents as are reasonably requested by Licensor to permit other registrations.

6. Agreement Personal. The benefit of this Agreement shall be personal to Licensee which shall not without the prior consent in writing of Licensor assign the same, nor part with any of its rights or obligations hereunder, nor grant or purport to grant any sublicense in respect to the Licensed Trademark, which consent shall not be unreasonably withheld.

7. Indemnification. Licensee agrees to defend, indemnify and hold Licensor harmless against and in respect of all debts, liabilities, claims and obligations of any nature (including reasonable attorney's fees) arising out of any improper or unauthorized use of the Licensed Trademark or any products sold in connection with the Licensed Trademark.

8. Negation of Warranties. Licensor makes no warranties regarding the validity of the Licensed Trademark.

9. Term and Termination. This Agreement shall commence on the date of this Agreement and continue in effect in perpetuity.

10. Governing Law. This Agreement, including its interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Oregon.

11. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and to their respective successors and legal representatives.

12. Nonwaiver. No provision of this Agreement will be waived by any party except in writing. The parties hereto agree that the waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or any other provision or condition of this Agreement.

13. Entire Agreement. This Agreement constitutes the entire and all other understandings and agreement and supersedes any agreements between the parties with respect to the subject matter hereof and no representation, statement or promise not contained herein shall be binding on either party. This Agreement may be modified only by a written amendment duly signed by persons authorized to sign agreements on behalf of the parties and shall not be supplemented or modified by any course of dealing or trade usage.

United Horticultural Supply

Bonide Products, Inc.

By A. S. Eddins  
Name: A. S. Eddins  
Title: President

By James J. Worz  
Name: James J. Worz  
Title: Pres

EXHIBIT A

**KLEENUP**

**U.S. Registration #1,203,329**