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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings = = =

To the Honorable Commissioner of Patent



101121791

See original documents or copy thereof.

1. Name of conveying party(ies):

Safer, Inc.

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

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: July 14, 1999

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal Address: _____

Street Address: 201 High Ridge Rd

City: Stamford State: CT ZIP: 06927

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State _____
☐ 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

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01-FC-481

02-FC-482

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.

Laura Konrath

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 001944 FRAME: 0904

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

See attached

Safer, Inc. Trademark Schedule

Trademark	Registration No./ Serial No.	Registration Date/ Filing Date	Registered Owner
SAFER (Canada)	386,010	June 21, 1991	Safer, Inc.
FOREVERGREEN (Canada)	346,549	October 14, 1988	Safer, Inc.
INSECTICIDES WE CAN LIVE WITH	1,684,271	April 28, 1992	Safer, Inc.
TROUNCE (Canada)	358,663	July 21, 1989	Safer, Inc.
TOPGUN (Canada)	397,427	April 24, 1992	Safer, Inc.
TOPGUN (Aust)	449,162	November 29, 1988	Safer, Inc.
PRO-STIK	1,247,465	August 9, 1983	Safer, Inc.
SAFER AGRO- CHEM'S	1,228,111	February 22, 1983	Safer, Inc.

Trademark	Application No.	Registration No.	Registration Date
SAFER'S INSECTICIDAL SOAP	427,524	TMA241,369	March 21, 1980
SAFER'S DE-MOSS & Design	482,942	TMA286,022	December 23, 1983
CRYPTOCIDAL SOAP	482,943	TMA274,927	December 17, 1982
SAFER'S & Design	489,816	TMA280,194	June 10, 1983
SAFER'S & Design	489,817	TMA280,195	June 10, 1983

Safer, Inc. Trademark Schedule

Continuation
Item 4

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**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

SAFER, INC.

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of July 14, 1999 ("Trademark and Security Agreement"), by SAFER, INC. ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, General Electric Capital Corporation, Grantor and certain other parties are party to a Credit Agreement dated as of May 2, 1997 (as now or heretofore amended, restated, supplemented or otherwise modified, the "Prior Credit Agreement");

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Agent, Lenders, Grantor and certain other persons the parties thereto have agreed to amend and restate the Prior Credit Agreement in accordance with the terms of the Credit Agreement;

WHEREAS, in connection with the making and continuation of the Loans under the Credit Agreement and as a condition precedent thereto, Lenders are requiring that Grantor shall have executed and delivered an Amended and Restated Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Agent; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, this Trademark Security Agreement as an amendment and restatement of Grantor's Trademark Security Agreement entered into prior to the date hereof (as now or heretofore amended, restated, supplemented or otherwise modified, the "Prior Trademark Security Agreement") in favor of Agent;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. CONTINUING GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby continues to grant to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License; (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License; or (iii) any damages or other amounts recovered from the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

4. EFFECT OF AMENDMENT AND RESTATEMENT. This Trademark Security Agreement amends and restates in its entirety the Prior Trademark Security Agreement and, upon effectiveness of this Trademark Security Agreement, the terms and provisions of the Prior Trademark Security Agreement shall, subject to this Section 4, be superseded hereby. Notwithstanding the amendment and restatement of the Prior Trademark Security Agreement by this Trademark Security Agreement, the Trademark Collateral under the Prior Trademark Security Agreement as of the Closing Date shall remain subject to a Lien. Such Liens securing payment of the Obligations shall in all respects be continuing, and this Trademark Security Agreement shall not be deemed to evidence or result in a release of any Lien securing payment of the Obligations. Notwithstanding the foregoing, the Prior Trademark Security Agreement filed with the United States Patent and Trademark Office shall be deemed to represent a continuing Lien in favor of Agent, on behalf of itself and Lenders, on the Trademark Collateral as evidenced by this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SAFER, INC.

By: 

Title: Executive Vice President, Secretary
and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Minnesota)
COUNTY OF Hennepin) ss.

On this 14 day of July, 1999 before me personally appeared Mark Eisenbacher, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Safer, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}



Notary Public

