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To the Honorable Commissioner of

101181373

is attached original documents or copy thereof.

1. Name of conveying party(ies): 10-22-99

Terra-Mulch Products, LLC

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

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

3. Nature of conveyance:

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

Execution Date: August 25, 1999

2. Name and address of receiving party(ies)

Name: The Northern Trust Company, as agent

Internal Address: _____

Street Address: 50 S. LaSalle

City: Chicago State: IL ZIP: 60675

- 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)

2189875

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: 11

7. Total fee (37 CFR 3.41).....\$290.00

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)

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.

Laura Konrath

Name of Person Signifying

[Signature]
Signature

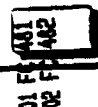
10/20/99
Date

Total number of pages including cover sheet, attachments, and documents: _____

Mail documents to be recorded with required cover sheet information to
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 001979 FRAME: 0670

1072-A-999 NTHM11 0000014 2189875



Canadian Trademark Applications

895,435, filed 11/4/98
895,431, filed 11/4/98
895,434, filed 11/4/98
895,433, filed 11/4/98
895,432, filed 11/4/98
890,458, filed 9/16/98
887,853, filed 8/19/98
887,852, filed 8/19/98

Mexican Trademark Application

345,079, filed 8/26/98

Subsidiary: Terra

Patents

5,916,027, issued 6/29/99
5,741,832, issued 4/21/98
5,779,782, issued 7/14/98
5,942,029, issued August 24, 1999

Patent Applications

08/795,253, filed 2/10/97
08/970,065, filed 11/13/97

U.S. Trademarks

2,189,875, dated 9/15/98
2,268,869, dated August 10, 1999
2,268,870, dated August 10, 1999

U.S. Trademark Applications

75/629,784, filed 1/26/99
75/548,486, filed 9/4/98
75/548,487, filed 9/4/98
75/548,488, filed 9/4/98
75/548,489, filed 9/4/98
75/548,490, filed 9/4/98
75/548,491, filed 9/4/98
75/496,850, filed 6/5/98

Continuation
Item
4

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is dated as of August 25, 1999, by and among the undersigned (each, an "Obligor" and, collectively, the "Obligors"), and THE NORTHERN TRUST COMPANY, as Agent (the "Agent") for the Lenders under that certain Credit Agreement dated as of the date hereof (the "Credit Agreement"; terms used but not otherwise defined herein shall have the respective meanings provided for in the Credit Agreement) among Profile Products, LLC (in such capacity, the "Borrower"), the Lenders and the Agent.

WITNESSETH:

WHEREAS, each Obligor (i) owns the patents and patent applications as set forth on Schedule 1 annexed hereto, and is a party to the patent licenses as set forth on Schedule 1 annexed hereto, (ii) owns the trademarks, trademark registrations, and trademark registration applications as set forth on Schedule 2 annexed hereto, and is a party to the trademark licenses as set forth on Schedule 2 annexed hereto and (iii) owns the copyrights, copyright registrations and copyright registration applications as set forth on Schedule 3 annexed hereto, and is a party to the copyright licenses as set forth on Schedule 3 annexed hereto;

WHEREAS, each Obligor has entered into a Security Agreement dated as of the date hereof with the Agent to secure the prompt payment and performance of the Borrower's obligations under the Credit Agreement (the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, each Obligor has granted to the Agent, for the benefit of Lenders, a security interest in substantially all the assets of such Obligor, including all right, title and interest of such Obligor in, to and under all now owned and hereafter acquired Intellectual Property, together with all proceeds thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor hereby agrees as follows:

1. Each Obligor hereby grants to the Agent, for its benefit and the benefit of Lenders, a continuing security interest in all of such Obligor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patents"), whether presently existing or hereafter created or acquired:

- (a) each patent and patent application of such Obligor therefor, including, without limitation, each patent and patent application of such Obligor referred to in Schedule 1 annexed hereto;
- (b) each patent license to which such Obligor is a party, including, without limitation, each patent license to which such Obligor is a party listed on Schedule 1 annexed hereto; and

- (c) all proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

2. Subject to Section 4 below, each Obligor hereby grants to the Agent, for its benefit and the benefit of Lenders, a continuing security interest in all of such Obligor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademarks"), whether presently existing or hereafter created or acquired:

- (a) each trademark, trademark registration and trademark registration application of such Obligor, including, without limitation, the trademarks, trademark registrations and trademark registration applications of such Obligor referred to in Schedule 2 annexed hereto and the goodwill associated therewith;
- (b) each trademark license to which such Obligor is a party, including, without limitation, each trademark license of such Obligor listed on Schedule 2 annexed hereto; and
- (c) all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

3. Each Obligor hereby grants to the Agent, for its benefit and the benefit of Lenders, a continuing security interest in all of such Obligor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Copyrights"), whether presently existing or hereafter created or acquired:

- (a) each copyright, copyright registration and copyright registration application of such Obligor, including, without limitation, the copyrights, copyright registrations and copyright registration applications of such Obligor referred to in Schedule 3 annexed hereto;
- (b) each copyright license to which such Obligor is a party, including, without limitation, each copyright license to which such Obligor is a party listed on Schedule 3 annexed hereto; and
- (c) all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

These security interests are granted in conjunction with the security interests granted to the Agent, for the benefit of Lenders, pursuant to the Security Agreement. Each Obligor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Patents, Trademarks and Copyrights made and granted hereby are more fully set forth in the Security Agreement to which such Obligor is a party, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by any Obligor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as such Obligor's Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent, for the ratable benefit of the Lenders, on such Intent-To-Use Application as collateral security for the Obligations.

5. In addition to, and not by way of limitation of, all other rights granted to the Agent and the Lenders under the Credit Agreement, this Agreement and all other Security Documents, as collateral security only for the complete payment when due of all Obligations, each Obligor hereby, upon the maturity of the Obligations or the earlier acceleration of any Obligation in accordance with the Credit Agreement, and the exercise by the Agent of any or all of its rights or remedies with respect to any or all of the Collateral pursuant to the Security Agreement, sells, assigns, grants, conveys, transfers and sets over to the Agent, for the use and benefit of Lenders, any and all rights of such Obligor under any license and any license agreement with any other party, whether such Obligor is a licensor or licensee under such license agreement, and the right to prepare for sale, sell and advertise for sale all Collateral now or hereafter owned by such Obligor and now or hereafter covered by such license and agrees that it will not take any unreasonable action, or permit any unreasonable action to be taken by others subject to its control, including licensees, or fail to take any reasonable action, which could affect the validity or enforcement of the rights transferred to the Agent under this Agreement which rights are material to the conduct of such Obligor's business. Each Obligor hereby covenants that, within ten (10) days thereafter, it will notify the Agent if any Patent described in subsection 1(a) hereof, Copyright described in subsection 3(a) hereof or Trademark described in subsection 2(a) hereof shall at any time hereafter become subject to any such license agreement and that, together with such notice, it will provide the Agent with full identification thereof and with such further documentation as the Agent may reasonably request to accomplish or assure the accomplishment of the purpose of this Section 5.

6. Each Obligor hereby agrees that, upon the maturity of the Obligations or the earlier acceleration of any Obligation in accordance with the Credit Agreement, and the exercise by the Agent of any or all of its rights or remedies with respect to any or all of the Collateral pursuant to the Security Agreement, the Agent's right to use, on behalf of Lenders, all Patents, Copyrights and Trademarks as described above shall be worldwide, to the extent of the such Obligor's right to use the same, and without any liability for royalties or other related charges from the Agent or any Lender to such Obligor. The term of the collateral assignments and grant of security interest granted herein shall extend until the expiration of each of the Patents, Copyrights and Trademarks collaterally assigned hereunder, or until the Obligations have been indefeasibly paid in full in cash and all commitments to lend thereunder terminated.

7. Each Obligor represents and warrants that the United States and foreign Patents, Copyrights and Trademarks constitute all of the patents, patent applications, copyrights, copyright registrations, copyright registration applications, trademarks, trademark registrations, trademark registration applications and licenses with respect to any of the foregoing now owned by such Obligor. Within ten (10) days after the creation thereof, such Obligor shall identify in writing to the Agent all new applications for United States and foreign letters patent, copyright registrations and trademark registrations and licenses of such Obligor, which new applications, patents, copyright registrations, trademark registrations and licenses shall be subject to the terms and conditions of the Credit Agreement and this Agreement.

[signature pages follow]

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

GRANTORS

PROFILE PRODUCTS, LLC

By: Mark E. Lewny
Name: Mark Lewny
Title: PRESIDENT
Address: 750 Lake Cook Road
Buffalo Grove, IL 60089
Attn: Wayne C. Kocourek
Tel No. (847) 215-3420
Fax No. (847) 215-3421

TERRA-MULCH PRODUCTS, LLC

By: Mark E. Lewny
Name: Mark Lewny
Title: PRESIDENT
Address: c/o Profile Products, LLC
750 Lake Cook Road
Buffalo Grove, IL 60089
Attn: Wayne C. Kocourek
Tel No. (847) 215-3420
Fax No. (847) 215-3421

AGENT:

THE NORTHERN TRUST COMPANY, as Agent

By: _____
Name: _____
Title: _____
Address: 50 South LaSalle Street
Chicago, IL 60675
Attn: David J. Sullivan
Tel No. (312) 444-2287
Fax No. (847) 444-7028

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

GRANTORS

PROFILE PRODUCTS, LLC


By: _____
Name: _____
Title: _____
Address: 750 Lake Cook Road
Buffalo Grove, IL 60089
Attn: Wayne C. Kocourek
Tel No. (847) 215-3420
Fax No. (847) 215-3421

TERRA-MULCH PRODUCTS, LLC

By: _____
Name: _____
Title: _____
Address: c/o Profile Products, LLC
750 Lake Cook Road
Buffalo Grove, IL 60089
Attn: Wayne C. Kocourek
Tel No. (847) 215-3420
Fax No. (847) 215-3421

AGENT:

THE NORTHER TRUST COMPANY, as Agent

By:  _____
Name: David J. Sullivan
Title: Second Vice President
Address: 50 South LaSalle Street
Chicago, IL 60675
Attn: David J. Sullivan
Tel No. (312) 444-2287
Fax No. (847) 444-7028

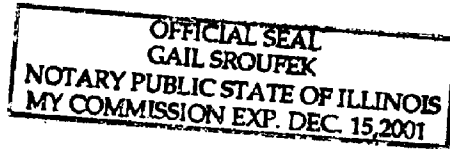
ACKNOWLEDGMENT

STATE OF *IL*)
)
COUNTY OF *Cook*) ss.

On August *25*, 1999, before me appeared each of the persons executing the foregoing instrument, as proved to me to be on the basis of satisfactory evidence the persons described in and who executed the foregoing instrument as the respective officer of the corporation signatory to such instrument, each of whom being by me duly sworn, did depose and say that he is the officer of such respective corporation described in and which executed the foregoing instrument; that said instrument is signed on behalf of such respective corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of such corporation.

Gail Sroufek
Notary Public

{Seal}



**Intellectual Property Security Agreement
Schedule 1**

Patents

5,916,027, issued 6/29/99
5,741,832, issued 4/21/98
5,779,782, issued 7/14/98
5,942,029, issued 8/24/99

Patent Applications

09/163136, filed 9/29/98
08/795,253, filed 2/10/97
08/970,065, filed 11/13/97

TRADEMARK
REEL: 001979 FRAME: 0681

**Intellectual Property Security Agreement
Schedule 2**

U.S. Trademarks

2,255,712, registered 6/22/99
2,257,249, registered 6/29/99
2,263,126, registered 7/20/99
2,134,884, registered 2/3/98
2,150,081, registered 4/14/98
2,197,477, registered 10/20/98
1,832,371, registered 4/19/94
1,742,589, registered 12/29/92
1,783,585, registered 7/20/93
1,798,470, registered 10/12/93
1,656,980, registered 9/10/91
1,649,623, registered 7/2/91
1,500,076, registered 8/16/88
698,368, registered 10/27/59
696,610, registered 4/26/60
1,135,248, registered 5/13/80
1,699,048, registered 12/24/91
2,189,875, registered 9/15/98
2,268,869, registered 8/10/99
2,268,870, registered 8/10/99

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U.S. Trademark Applications

75/512,337, filed 7/2/98
75/510,064, filed 6/29/98
75/509,970, filed 6/29/98
75/510,063, filed 6/29/98
75/510,062, filed 6/29/98
75/509,971, filed 6/29/98
75/509,974, filed 6/29/98
75/464,982, filed 4/9/98
75/464,993, filed 4/9/98
75/475,226, filed 4/27/98
75/629,784, filed 1/26/99
75/548,486, filed 9/4/98
75/548,487, filed 9/4/98
75/548,488, filed 9/4/98
75/548,489, filed 9/4/98
75/548,490, filed 9/4/98
75/548,491, filed 9/4/98

21

75/496,850, filed 6/5/98



Canadian Trademarks

264,949, registered 12/11/81

413,166, registered 6/4/93

457,616, registered 5/24/96

131,312, registered 6/7/63

132,380, registered 8/23/63

Canadian Trademark Applications

895,435, filed 11/4/98

895,431, filed 11/4/98

895,434, filed 11/4/98

895,433, filed 11/4/98

895,432, filed 11/4/98

890,458, filed 9/16/98

887,853, filed 8/19/98

887,852, filed 8/19/98

Mexican Trademark Application

345,079, filed 8/26/98

Trademark licenses--None

TRADEMARK
REEL: 001979 FRAME: 0684

**Intellectual Property Security Agreement
Schedule 3**

None

(506398.1)

RECORDED: 10/22/1999

**TRADEMARK
REEL: 001979 FRAME: 0685**