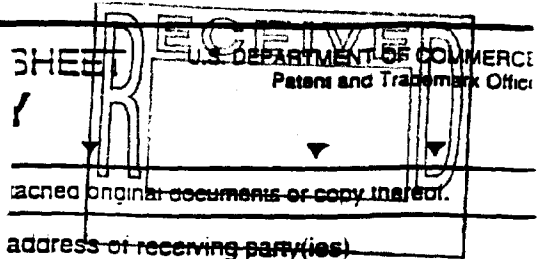


REC 10-25-99

10-28-1999



101185960



Tab settings ==> To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Profile 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 designator 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: 27

7. Total fee (37 CFR 3.41).....\$ 690.00

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)

10/28/1999 MTHRI1 00000019 2203712

DO NOT USE THIS SPACE

01 EC:AA1  
02 EC:AB2

40.00 OP  
630.00 OP

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

10/20/99

Date

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

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

TRADEMARK REEL: 001980 FRAME: 0727

Credit Agreement  
Schedule 5.20

Continuation

Item

4

Power: Profile

Patents

None

Patent Applications

Application No. 09/163136, filed 9/29/98

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

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

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

**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.

**W I T N E S S E T H:**

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

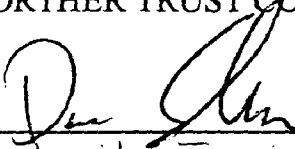
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 750 Lake Cook Road  
Buffalo Grove, IL 60089  
Attn: Wayne C. Kocourek  
Tel No. (847) 215-3420  
Fax No. (847) 215-3421

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

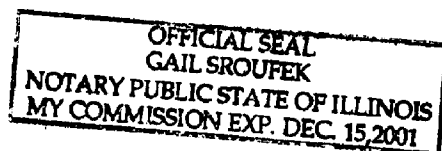
STATE OF *IL* )  
 )  
COUNTY OF *Cook* )

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}



**TRADEMARK**  
**REEL: 001980 FRAME: 0736**

**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: 001980 FRAME: 0738**

**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

20

**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

(7)

**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

( 506398.1 )

**TRADEMARK**  
**REEL: 001980 FRAME: 0740**

**Intellectual Property Security Agreement  
Schedule 3**

None

( 506398.1 )

**RECORDED: 10/25/1999**

**TRADEMARK  
REEL: 001980 FRAME: 0741**