FORM PTO-1594
1-31-92

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02-04-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101258353

12-29-99

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

1. Name of conveying party(ies): **OMS INVESTMENTS, INC.**

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (Delaware)
☐ 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: 4 MetroTech Center, 5th Floor
City: Brooklyn State: NY ZIP: 11245

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other New York banking corporation

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: January 21, 1999

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

A. Trademark Application No.(s) **See Attached Schedule A**

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: Kristopher E. Ahrend, Esq.
Internal Address: Simpson Thacher & Bartlett
Street Address: 425 Lexington Avenue
City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 153

7. Total fee (37 CFR 3.41): $3,840
☒ 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.

Kristopher E. Ahrend, Esq. — Name of Person Signing
KEAhrend — Signature
12/28/99 — Date

02/03/2000 DHGUYEN 00000253 121042

Total number of pages comprising cover sheet: 8

01 FC:481 40.00 OP
02 FC:482 3800.00 OP

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

1999 DEC 29 PM 12:27
OPR/FINANCE

SCHEDULE A

Registration Number	Mark	Date of Registration
121,042	ORTHO (Stylized)	4/2/18
224,608	VOLCK	3/1/27
353,631	TRIOX	1/11/38
364,386	BUG-GETA	1/31/39
365,864	SCRAM	3/21/39
370,636	METAG	8/29/39
371,435	ORTHOL	9/26/39
387,084	TERMCO	4/29/41
423,264	ORTHO	8/27/46
425,611	TAG	11/26/46
429,604	ORTHO	5/6/47
430,225	ORTHOCIDE	6/10/47
430,348	VAPOTONE	6/10/47
431,438	ORTHO	7/22/47
433,172	PEST-B-GON	9/30/47
435,040	ORTHENE	12/9/47
437,764	ISOTOX	3/30/48
503,454	ORTHO	10/26/48
441,412	SUPERTONE	11/23/48
530,331	RA-PID-GRO and Design	9/5/50
546,883	ORTHO	8/21/51
546,898	ORTHORIX	8/21/51
583,651	ORTHO	12/15/53
595,061	UP-START	9/14/54
645,959	RA-PID-GRO	5/28/57
654,963	ORTHO	11/26/57
664,899	ORTHO-KLOR	7/29/58
736,963	HELPING THE WORLD GROW BETTER	9/4/62
786,250	GREENOL	3/9/65
889,348	WEED-B-GON	4/14/70
903,317	WEED-B-GON	12/1/70
1,000,476	SLUG-GETA	12/31/74
1,052,249	ORTHEX	11/9/76
1,058,105	RA-PID-GRO (w/shading)	2/8/77
1,071,832	ORTHO	8/23/77
1,076,740	RA-PID-GRO (Stylized)	11/8/77
1,127,404	BUG-GETA	12/11/79
1,200,193	ORTHOMATIC	7/6/82
1,200,194	ORTHOMATIC	7/6/82
1,223,877	TAG	1/18/83

1,248,747	ORTHOTROL	8/23/83
1,261,432	FLEA-B-GON	12/20/83
1,261,434	ORTHO-PRO	12/20/83
1,291,761	ORTHENEX	8/28/84
1,301,169	BRUSH-B-GON	10/23/84
1,370,445	AN ARTIST'S GARDEN	11/12/85
1,370,446	PAINTING WITH FLOWERS	11/12/85
1,370,447	ARTIST'S PALETTE DESIGN	11/12/85
1,372,902	FLOWERS OF MONET	11/26/85
1,373,226	GREEN SWEEP	12/3/85
1,404,091	WINDSONGS	8/5/86
1,412,810	FORTI-5	10/14/86
1,413,008	GARDEN ACCENTS	10/14/86
1,414,162	WHITE SWAN	10/21/86
1,418,014	ORTHOGANIC	11/25/86
1,418,115	GREENSWEEP	11/25/86
1,418,129	GET-A-BUG	11/25/86
1,439,407	FRAGRANCE GARDEN	5/12/87
1,439,408	HUMMINGBIRD GARDEN	5/12/87
1,439,409	COTTAGE GARDEN	5/12/87
1,443,473	SHAKE SCATTER & GROW MARQUEE LOGO	6/16/87
1,450,219	ORTHO TRADE DRESS	8/4/87
1,456,744	SONGBIRD MEADOW	9/8/87
1,533,514	SALADINI	4/4/89
1,555,469	GREENSWEEP	9/12/89
1,558,750	GREEN SWEEP	10/3/89
1,559,539	GREEN SWEEP	10/10/89
1,574,336	DIAZINON PLUS	1/2/90
1,582,097	GREENSWEEP	2/13/90
1,594,914	RA-PID-FEED	5/8/90
1,623,918	ESPECIALLY FOR CHILDREN	11/20/90
1,644,566	MOONLIGHT GARDEN	5/14/91
1,649,882	READY-SPRAY	7/9/91
1,654,996	FOOD IN BLOOM	8/27/91
1,664,644	RA-PID-GRO and Design	11/19/91
1,670,023	MALATHION 50 PLUS	12/31/91
1,672,626	SPRAY-ETTE	1/21/92
1,677,316	HI-POWER	3/3/92
1,705,746	READY-SPRAY	8/4/92
1,735,114	ROMANCE GARDEN	11/24/92
1,735,781	COLOR SCHEME GARDENING	11/24/92
1,747,988	PHOS-TABS	1/26/93
1,749,542	FLOWERS OF VAN GOGH	1/26/93
1,756,016	ANT-STOP	3/2/93

1,756,202	AMERICAN COUNTRY	3/2/93
1,770,315	SHAKE SCATTER & GROW	5/11/93
1,773,393	B.T. BIOSPRAY	5/25/93
1,819,397	LOCK 'N SPRAY	2/1/94
1,819,525	AMERICA THE BEAUTIFUL	2/1/94
1,848,316	SINGING GARDEN	8/2/94
1,848,318	GARDENS TO GO	8/2/94
1,849,527	GULLIVER'S GARDEN	8/9/94
1,853,246	BEDS & BORDERS	9/6/94
1,853,247	FARMER'S MARKET	9/6/94
1,861,741	SWANALLOY	11/8/94
1,864,362	ROADSIDE ATTRACTION	11/22/94
1,870,731	CITY GARDEN	12/27/94
1,871,488	CYGNET	1/3/95
1,876,812	VICTORIAN POTPOURRI	1/31/95
1,879,977	MAD HATTER'S TEA PARTY	2/21/95
1,880,791	QUEEN OF HEARTS	2/28/95
1,880,792	ALICE'S FLOWER GARDEN	2/28/95
1,883,830	CHESHIRE CAT	3/14/95
1,887,176	SWANSTONE	4/4/95
1,899,437	GOLDEN PAWS	6/13/95
1,899,438	POPPY BEAR	6/13/95
1,904,830	GOLDEN PAWS	7/11/95
1,909,123	SOLARIS	8/1/95
1,911,662	ALICE IN WONDERLAND	8/15/95
1,957,063	GARDEN TEA PARTY	2/20/96
1,963,324	HOMEDEFENSE	3/19/96
1,963,325	GROUNDCLEAR	3/19/96
1,964,828	SECRET GARDEN	4/2/96
1,966,775	RosePride	4/9/96
1,970,248	FLOWERWORKS	4/23/96
1,976,643	PowerFlo	5/28/96
1,977,618	ALICE IN WONDERLAND	6/4/96
1,992,273	BUTTERFLY GARDEN	8/13/96
1,995,777	GRASS-B-GON	8/20/96
1,997,475	YARD BASICS	8/27/96
2,051,109	SUPEREDGER	4/8/97
2,073,033	BUG-B-GON	6/24/97
2,074,410	ORTHO	6/24/97
2,074,449	WEED-B-GON XTRA GREEN	6/24/97
2,088,157	WEED-B-GON	8/12/97
2,100,774	DIAL 'N SPRAY (STYLIZED)	9/30/97
2,155,486	YARD BASICS	5/5/98
2,166,376	LAVENDER & LACE	6/16/98

2,194,660	SURE SHOT	10/13/98

Pending Applications

Application Number	Mark	Date of Application
74/700,176	LITERARY GARDENS	7/12/95
75/054,114	SEASONS GREETINGS	2/6/96
75/133,795	CINDERELLA	7/15/96
75/179,384	GRUB-B-GON	10/9/96
75/236,324	DIAZINON ULTRA	2/4/97
75/297,706	MAGICAL MUSICAL MEADOW	5/23/97
75/297,707	POPPY BEAR	5/23/97
75/304,464	POPPY BEAR	6/6/97
75/326,415	RA-PID-GRO	7/7/97
75/419,210	TOTAL-KILL	1/16/98
75/424,667	BACKYARD SANCTUARY	1/28/98
75/424,837	BACKYARD SANCTUARY	1/28/98
75/424,841	BACKYARD SANCTUARY	1/28/98
75/425,105	BACKYARD SANCTUARY	1/28/98
75/425,251	BACKYARD SANCTUARY	1/28/98
75/425,253	BACKYARD SANCTUARY	1/28/98
75/485,179	HOME DEFENSE	5/14/98
75/524,695	ANT-B-GON	7/23/98
75/532,275	PULL 'N SPRAY	8/6/98
75/532,276	LIFT 'N SPRAY	8/6/98
75/548,401	ATRAZINE PLUS	9/4/98
75/548,402	GUARDSMAN	9/4/98
75/548,403	PEST BUSTER	9/4/98
75/548,404	DEFENDER	9/4/98
75/556,431	RA-PID GRO and Design	9/23/98

SECURITY AGREEMENT

WHEREAS, OMS INVESTMENTS, INC., a Delaware corporation with an address of 1105 North Market Street, Wilmington, Delaware 19899 (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 this 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 21st day of January, 1999.

OMS INVESTMENTS, INC.

By: _____

Title: Asst. Secretary

03/02/99 - 8260471.01

SIMPSON THACHER & BARTLETT
425 LEXINGTON AVENUE
NEW YORK, N.Y. 10017-3954
(212) 455-2000

FACSIMILE: (212) 455-2502

DIRECT DIAL NUMBER
(212) 455-7227

E-MAIL ADDRESS
k_ahrend@stblaw.com

EXPRESS MAIL

December 28, 1999

Re: Recordation of Security Agreement

Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Office of Public Records
Crystal Gateway 4, Room 335
Washington, DC 20231

Dear Madam or Sir:

Enclosed for recording please find a Security Agreement in favor of The Chase Manhattan Bank, as Administrative Agent, covering 153 U.S. trademark registrations and trademark applications.

A check for $3,840 is enclosed to cover the filing fee. Please return confirmation of this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,

Kristopher E. Ahrend

Kristopher E. Ahrend

cc: Richard Chen, Esq. (w/o enclosure)

Enclosure