03-13-2000

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #57

RECORDATION FORM
TRADEMARK

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sioner of Patents and Trademarks: Plea

04-17-2000

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RTMENT OF COMMERCE
tent and Trademark Offic

or copy thereof.

. Name of conveying party(ies):

Horizon Terra Incorporated

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

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

. Nature of conveyance:

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

Execution Date: August 31, 1999

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as agent

Internal Address:

Street Address: 231 S. LaSalle

City: Chicago State: IL ZIP:

- ☐ 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

. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/319,240

75/549,594

B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☒ No

. 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: 2

7. Total fee (37 CFR 3.41) $65.00

- ☒ 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 40.00 OP

~~02 FC:482 25.00 OP~~

DO NOT USE THIS SPACE

. 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

L Konrath

Signature

2/25/00

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 SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as from time to time amended, supplemented or modified, this "Agreement") is dated as of August 31, 1999 by and between HORIZON TERRA INCORPORATED., an Indiana corporation (the "Company"), and BANK OF AMERICA, N.A., as collateral agent (the "Collateral Agent") for the Secured Creditors (as defined below). Unless otherwise defined in Section 1, terms defined in the Credit Agreement (as defined below) are used herein as therein defined.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of even date herewith, among Store Fixtures Group, Inc., a Delaware corporation ("SFG"), 1370557 Ontario Inc., an Ontario corporation ("Universal Holdings"), Universal Showcase Ltd., an Ontario corporation ("Universal"); and together with SFG and Universal Holdings, the "Borrowers" and individually a "Borrower"), the financial institutions from time to time party thereto (the "Lenders"), and Bank of America, N.A., as administrative agent for the lenders (the "Administrative Agent") (as from time to time amended, supplemented or modified, the "Credit Agreement"), the Lenders have agreed to extend certain credit to the Borrowers;

WHEREAS, each Borrower may from time to time, to the extent permitted under the Credit Agreement, be party to one or more Swap Contracts relating to the Loans (each such Swap Contract with a Swap Creditor (as defined below), a "Secured Swap Contract") with Bank of America, N.A. ("Bank of America"), in its individual capacity, any Lender or syndicate of financial institutions organized by Bank of America, an affiliate of Bank of America, or any Lender or affiliate of any Lender (even if Bank of America or any such Lender ceases to be a Lender under the Credit Agreement for any reason) and any institution that participates in, and in each case their subsequent assigns, such Secured Swap Contract (each a "Swap Creditor" and collectively, the "Swap Creditors");

WHEREAS, pursuant to the Subsidiary Guaranty, dated as of even date herewith (as from time to time amended or modified, the "Subsidiary Guaranty"), the Company and the other Domestic Subsidiaries (as defined in the Credit Agreement) have jointly and severally guaranteed to the Secured Creditors the payment when due of all obligations and liabilities under or with respect to the Secured Debt Agreements (as defined below); and

WHEREAS, as a condition to entering into a Secured Debt Agreement (as defined below) and extending credit under such Secured Debt Agreements , the Secured Creditors have required that the Company grant to the Collateral Agent, for the ratable benefit of itself and the Secured Creditors, a security interest in the Collateral (as defined below) on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS AND EFFECT.

1.1 General Terms. The following shall have (unless otherwise provided elsewhere in this Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

"Administrative Agent" has the meaning ascribed to it in the Recitals.

"Agreement" has the meaning ascribed to it in the Preamble.

"Bank of America" has the meaning ascribed to it in the Recitals.

"Collateral" has the meaning ascribed to it in Section 2.

"Collateral Agent" has the meaning ascribed to it in the Preamble.

"Company" has the meaning ascribed to it in the Preamble.

"Credit Agreement" has the meaning ascribed to it in the Recitals.

"Event of Default" means any "Event of Default" under, and as defined in, the Credit Agreement.

"Lenders" has the meaning ascribed to it in the Recitals.

"Licenses" has the meaning ascribed to it in Section 2.

"Related Documents" means, collectively, all documents and things in the Company's possession related to the production and sale by the Company, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of the Company in connection with the Trademarks or Licenses including, without limitation, all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks.

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

"Secured Creditors" means, collectively, the Administrative Agent, the Collateral Agent, each Lender, each Swap Creditor and each other holder of a Secured Obligation.

"Secured Debt Agreements" means, collectively, the Loan Documents and each Secured Swap Contract.

"Secured Obligations" means, collectively, (i) all "Obligations", as defined in the Credit Agreement (ii) the payment when due of all obligations of the Company to Swap Creditors pursuant to any Secured Swap Contract and the due performance and compliance with all the terms of the Secured Swap Contracts by the Company; and (iii) all amounts and "Guaranty

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Obligations" as such term is defined in the Credit Agreement, and all amounts and obligations due under the Subsidiary Guaranty.

"Secured Swap Contract" has the meaning ascribed to it in the Recitals.

"Security Agreement" means the Subsidiary Security Agreement, dated as of the date hereof, between the entities signatory thereto and the Collateral Agent, as the same may be restated, amended or modified from time to time.

"Subsidiary Guaranty" has the meaning ascribed to it in the Recitals.

"Swap Creditor" has the meaning ascribed to it in the Recitals.

"Trademarks" has the meaning ascribed to it in Section 2.

2. GRANT OF SECURITY INTEREST.

The Company hereby grants to the Collateral Agent, for the benefit of itself and the Secured Creditors, a security interest in all of the Company's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the "Collateral") to secure the complete and timely payment, performance and satisfaction of the Secured Obligations:

(a) all United States and foreign trademarks, tradenames, service marks, trademark and service mark registrations and renewals, and trademark and service mark applications, including, without limitation, the trademarks, service marks and tradenames listed on Exhibit A hereto, and registrations and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements and dilutions thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(b) all rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Company is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Exhibit B hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses");

(c) the goodwill of the Company's business connected with the use of and symbolized by the Trademarks;

(d) the Related Documents; and

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(e) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing;

provided, however, that without limiting the rights of the Collateral Agent in the proceeds of any contract, lease, license or other agreement, "Collateral" shall not include any contract, lease, license or other agreement which by its terms prohibits the granting of a security interest therein, provided that the Company will use its best efforts to promptly obtain consent to the collateral assignment thereof and the granting of a security interest therein to the Collateral Agent, and at such time such consent is obtained, the contract, lease, license or other agreement shall constitute Collateral hereunder.

3. REPRESENTATIONS AND WARRANTIES.

The Company represents and warrants to the Collateral Agent and the Secured Creditors that:

3.1. Principal Location. As of the date hereof, the Company's mailing address, and the location of its chief executive office and the books and records relating to the Collateral are disclosed in Exhibit C hereto.

3.2. No Other Names. During the last five years, the Company has not conducted business under any name except the names in which it has executed this Agreement or as otherwise disclosed pursuant to the Loan Documents.

3.3. Registrations. The Company has duly and properly applied for registration of the Trademarks listed in Exhibit A hereto as indicated thereon in the United States Patent and Trademark Office.

3.4. Complete Listing. The Trademarks and Licenses set forth on the exhibits hereto constitute, as of the date hereof, all Trademarks and Licenses of the Company.

4. COVENANTS.

From the date of this Agreement, and thereafter until this Agreement is terminated:

4.1. Preservation of Value. The Company agrees to protect and preserve the value and integrity of all material Trademarks and Licenses and, to that end, shall maintain the quality of any and all of its products or services bearing the trademarks or service marks included in such Trademarks or Licenses consistent with the quality of such products and services of such marks as of the date of this Agreement, in each case to the extent necessary for the operation of its business.

4.2. Term. The term of the grant of security interests granted herein shall extend until the expiration of each of the respective Trademarks and Licenses pledged hereunder, or until the Secured Obligations have been indefeasibly paid in full, no commitment by the Collateral Agent or any Secured Creditor exists that could give rise to any Secured Obligations and the Secured Debt Agreements and this Agreement have been terminated.

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4.3. Duties of Company. The Company shall have the duty (a) to prosecute diligently each application to register any material Trademarks pending as of the date hereof or thereafter until all Secured Obligations have been indefeasibly paid in full, (b) to make application on material Trademarks, as appropriate or as requested by the Collateral Agent and (c) to preserve and maintain all rights in all applications to register material Trademarks. Any expenses incurred in connection with such applications shall be borne solely by the Company. The Company shall not abandon any right to file an application to register material Trademarks without the prior written consent of the Collateral Agent.

4.4. Delivery of Certificates. The Company shall deliver to the Collateral Agent copies of all existing and future official Certificates of Registration for the Trademarks which it has or hereafter obtains and the registration numbers for such Trademarks with respect to which it has not received Certificates of Registration.

4.5. Notice of Proceedings. The Company shall promptly notify the Collateral Agent of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any agency of any state or any court regarding the Company's right, title and interest in any material Trademark or the Company's right to register any material Trademark.

5. WAIVERS, AMENDMENTS AND REMEDIES.

5.1. Remedies. In the event that an Event of Default has occurred and is continuing, the Collateral Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Company or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may, and upon the direction of the Secured Creditors shall, forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or forthwith sell, assign, give option or options to purchase, contract to sell or otherwise dispose of and deliver said Collateral, or any part thereof, in one or more portions at public or private sale or sales or dispositions, at any exchange, broker's board or at any of the Collateral Agent's offices or elsewhere upon such terms and conditions as the Collateral Agent may deem advisable and at such prices as the Collateral Agent may deem best, for any combination of cash or on credit or for future delivery without assumption of any credit risk, with the right to the Collateral Agent or any Secured Creditor upon any such sale or sales or dispositions, public or private, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption in the Company, which right or equity is hereby expressly waived and released.

5.2. Waivers and Amendments. No delay or omission of the Collateral Agent or any Secured Creditor to exercise any right or remedy granted under this Agreement shall impair such right or remedy or be construed to be a waiver of any Default or Event of Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy, and no waiver, amendment or other variation of the terms, conditions or provisions of this Agreement whatsoever shall be valid unless in writing signed by the Collateral Agent and consented to by the Secured Creditors, and then only to the extent specifically set forth in such writing.

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6. PROCEEDS.

6.1. Special Collateral Account. After an Event of Default has occurred and is continuing, all cash proceeds of the Collateral received by the Collateral Agent shall be deposited in a special non-interest bearing deposit account with the Collateral Agent and held there as security for the Secured Obligations.

6.2. Application of Proceeds. The proceeds of the Collateral shall be applied by the Collateral Agent to payment of the Secured Obligations in accordance with Section 9 of the Security Agreement.

7. GENERAL PROVISIONS.

7.1. Notice of Disposition of Collateral. The Company hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if made to the Company, addressed as set forth in Section 9 hereof, at least ten (10) days prior to any such public sale or the time after which any such private sale or other disposition may be made.

7.2. Collateral Agent Performance of Company Obligations. Without having any obligation to do so, during the continuance of a Default or an Event of Default, the Collateral Agent may perform or pay any obligation which the Company has agreed to perform or pay in this Agreement and the Company shall reimburse the Collateral Agent for any amounts paid by the Collateral Agent pursuant to this Section 7.2. The Company's obligation to reimburse the Collateral Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

7.3. Authorization for Collateral Agent to Take Certain Action. The Company irrevocably authorizes the Collateral Agent at any time and from time to time, in the sole discretion of the Collateral Agent, upon the occurrence and continuance of an Event of Default: (i) to execute on behalf of the Company as debtor and to file financing statements and other documents with the United States Patent and Trademark Office or otherwise which are necessary or desirable in the Collateral Agent's sole discretion to perfect and to maintain the perfection and priority of the Collateral Agent's and Secured Creditors' security interest in the Collateral; (ii) to endorse and collect any cash proceeds of the Collateral; or (iii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Collateral Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Collateral Agent's and the Secured Creditors' security interest in the Collateral. At any time and from time to time after the Secured Obligations have been declared or become due and payable in accordance with the Credit Agreement, the Company authorizes the Collateral Agent to apply the proceeds of any Collateral received by the Collateral Agent to the Secured Obligations as provided in Section 6 hereof.

7.4. Specific Performance of Certain Covenants. The Company acknowledges and agrees that a breach of any of the covenants contained in Sections 4.4 and 7.5 hereof will cause

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irreparable injury to the Collateral Agent and the Secured Creditors and that the Collateral Agent and the Secured Creditors have no adequate remedy at law in respect of such breaches and therefore agree, without limiting the right of the Collateral Agent or the Secured Creditors to seek and obtain specific performance of other obligations of the Company contained in this Agreement, that the covenants of the Company contained in the Sections referred to in this Section 7.4 shall be specifically enforceable against the Company.

7.5. Dispositions Not Authorized. Except as provided for by the Credit Agreement and herein, the Company is not authorized to sell or otherwise dispose of the Collateral and notwithstanding any course of dealing between the Company and the Collateral Agent or other conduct of the Collateral Agent, no authorization to sell or otherwise dispose of the Collateral shall be binding upon the Collateral Agent or the Secured Creditors unless such authorization is in writing signed by the Collateral Agent with the consent of the Secured Creditors, as required by the Secured Debt Agreements.

7.6. Definition of Certain Terms. Terms defined in the New York Uniform Commercial Code which are not otherwise defined in this Agreement are used in this Agreement as defined in the New York Uniform Commercial Code as in effect on the date hereof.

7.7. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Company, the Collateral Agent and the Secured Creditors and their respective successors and assigns, except that the Company shall not have the right to assign its rights or obligations under this Agreement or any interest herein, without the prior written consent of the Collateral Agent and the Secured Creditors.

7.8. Survival of Representations. All representations and warranties of the Company contained in this Agreement shall survive the execution and delivery of this Agreement.

7.9. Taxes and Expenses. Any taxes (including, without limitation, any sales, gross receipts, general corporation, personal property, privilege or license taxes, but not including any federal or other taxes imposed upon the Collateral Agent or any Secured Creditor, with respect to its gross or net income or profits arising out of this Agreement) payable or ruled payable by any Federal or State authority in respect of this Agreement shall be paid by the Company in accordance with the terms of the Credit Agreement. The Company shall reimburse (a) the Collateral Agent for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Collateral Agent) paid or incurred by the Collateral Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral), and (b) the Collateral Agent and each Secured Creditor for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Collateral Agent or such Secured Creditor) paid or incurred by the Collateral Agent or such Secured Creditor in connection with the collection and enforcement of this Agreement.

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7.10. Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

7.11. Termination. This Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations or commitments therefor outstanding) until the payment in full of the Secured Obligations and the termination of the Secured Debt Agreements in accordance with its terms, at which time the security interests granted hereby shall terminate and any and all rights to the Collateral shall revert to the Company. Upon such termination, the Collateral Agent shall promptly return to the Company, at the Company's expense, such of the Collateral held by the Collateral Agent as shall not have been sold or otherwise applied pursuant to the terms hereof. The Collateral Agent will promptly execute and deliver to the Company such other documents as the Company shall reasonably request to evidence such termination.

7.12. Entire Agreement. This Agreement and the Secured Debt Agreements embody the entire agreement and understanding between the Company and the Collateral Agent relating to the Collateral and supersede all prior agreements and understandings between the Company and the Collateral Agent relating to the Collateral.

7.13. Indemnity. The Company hereby agrees to assume liability for, and does hereby agree to indemnify and keep harmless the Collateral Agent and each Secured Creditor, its successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature, imposed on, incurred by or asserted against the Collateral Agent or any Secured Creditor, or its successors, assigns, agents and employees, in any way relating to or arising out of this Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (other than liability resulting from the gross negligence or wilful misconduct of the Collateral Agent or any such Secured Creditor).

7.14. Releases. Upon termination of this Agreement in accordance with the provisions of Section 7.11 hereof, the Collateral Agent and the Secured Creditors shall, at the Company's request and expense, execute such releases as the Company may reasonably request, in form and upon terms acceptable to the Collateral Agent and the Secured Creditors in all respects.

7.15. Waivers. Except to the extent expressly otherwise provided herein or in any other Secured Debt Agreement, the Company waives, to the extent permitted by applicable law, (a) any right to require either the Collateral Agent or any Secured Creditor to proceed against any other person, to exhaust its rights in any other collateral, or to pursue any other right which either the Collateral Agent or any Secured Creditor may have, and (b) with respect to the Secured Obligations, presentment and demand for payment, protest, notice of protest and non-payment, and notice of the intention to accelerate.

7.16. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by the Company and the Collateral Agent.

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7.17. CHOICE OF LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS); PROVIDED THAT THE PARTIES SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

7.18. Marshalling. Neither the Collateral Agent nor any Secured Creditor shall be under any obligation to marshal any assets in favor of the Company or any other party or against or in payment of any or all of the Secured Obligations.

8. THE AGENT.

Bank of America National Trust and Savings Association has been appointed as Collateral Agent for the Secured Creditors hereunder and has agreed to act (and any successor Collateral Agent shall act) as such hereunder only on the express conditions contained in Article XI of the Credit Agreement. Any successor Agent appointed pursuant to Article XI of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Collateral Agent hereunder.

9. NOTICES.

9.1. Sending Notices. Any notice required or permitted to be given under this Agreement shall be given (i) in the case of the Company, the Agent, the Collateral Agent and each Lender, in accordance with the Credit Agreement and (ii) in the case of a Swap Creditor, in accordance with the relevant Secured Swap Contract.

9.2. Change in Address for Notices. The Company, the Collateral Agent or any Secured Creditor may change the address for service of notice upon it by a notice in writing to the other.

[signature page follows]

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

HORIZON TERRA INCORPORATED

By: _____
Name: MARK SULLIVAN
Title: VP

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name: PETER HALL
Title: VP

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[TRADEMARK AGREEMENT]

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STATE OF Illinois)
) SS:
COUNTY OF Cook)

The foregoing Trademark Agreement was executed and acknowledged before me this 31 day of August, 1999 by Mark Sullivan, personally known to me to be the Vice President of Horizon Terra Incorporated., an Indiana corporation, on behalf of such corporation.

"SEAL"
...JIC-KAPLAREVIC
Notary Public, State of Illinois
My Commission Expires 7/31/01

Seka Jajic Kaplarevic
NOTARY PUBLIC

My Commission Expires: 7/31/01

(SEAL)

75/319,240

Exhibit A

Trademarks

		Registration Number
1.	"Horizon Terra"	~~75/01924~~ 75/319,240

		Application Number
2.	"Smart Fixtures"	75/549594

Exchange.3040086.1
Horizon Terra, Inc.
Trademark Agreement