Gregory T. Pealer

Name of Person Signing

Patent and Trademark Office

Tab settings □ □ □ ▼ 101475164 documents or copy thereof. To the Honorable Commissioner of Patents and Trao. Name of conveying party(ies): 2. Name and address of receiving party(ies) 9-20-00 Name: Harris Trust and Savings Bank, as Agent Profile Products, LLC Internal Address: Individual(s) Association Street Address: 111 West Monroe Street General Partnership □ Limited Partnership □ Corporation-State Chicago State: IL ZIP: 60603 ○ Other limited liability company ☐ Individual(s) citizenship_____ Additional name(s) of conveying party(ies) attached?

Yes

No Association ☐ General Partnership 3. Nature of conveyance: ☐ Limited Partnership_ ☐ Corporation-State T L □ Assignment Merger Other ☑ Security Agreement Change of Name If assignee is not domiciled in the United States, a domestic representative designation Other ___ is attached: ☐ Yes ☐ No (Designations must be a separate document from assignment) Execution Date: March 30, 2000 Additional name(s) & address(es) attached? Q Yes Q No Application number(s) or patent number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) See Schedule A-1 See Schedule A-1 Additional numbers attached? ☐ Yes ☐ No 5. Name and address of party to whom correspondence Total number of applications and registrations involved: concerning document should be mailed: 7. Total fee (37 CFR 3.41).....\$690 Internal Address: C Enclosed Authorized to be charged to deposit account Street Address: 400 Seventh St. NW 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 40.00 DP 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.

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

March 30, 2000

Date

SCHEDULE A-1 TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

		SERIAL No./REG.	FILING DATE/REG.	
DEBTOR	MARK	No.	DATE	STATUS
Profile Products, LLC	SYLGARD	0,698,368	5/31/60	Registered
Profile Products, LLC	TURFACE	0,696,610	4/26/60	Registered
Profile Products, LLC	CAT NEAT	1,135,248	5/13/80	Registered
Profile Products, LLC	CARBOOSTER	1,500,076	8/16/88	Registered
Profile Products, LLC	NEAT KITTY	1,649,623	7/2/91	Registered
Profile Products, LLC	DOUBLE FRESH	1,656,980	9/10/91	Registered
Profile Products, LLC	SCUF TUFF	1,699,048	4/14/92	Registered
Profile Products, LLC	DESIGN	1,742,589	12/29/92	Registered
Profile Products, LLC	SCOOP 'N LITTER	1,783,585	7/20/93	Registered
Profile Products, LLC	ACTIZORB	1,798,470	10/12/93	Registered
Profile Products, LLC	NEAT SCOOP	1,832,371	4/19/94	Registered
Profile Products, LLC	GROUNDS CREW	2,134,884	2/3/98	Registered
Profile Products, LLC	MOUNDMASTER	2,150,081	4/14/98	Registered
Profile Products, LLC	TURFACE PROFESSIONAL MOUND CLAY	2,197,477	10/20/98	Registered
Profile Products, LLC	GAME SAVER	2,255,712	6/22/99	Registered
Profile Products, LLC	TURFACE QUICK DRY	2,257,249	6/29/99	Registered
Profile Products, LLC	PROFIELD ALL SPORT	2,263,126	7/20/99	Registered
	TURFACE	2,303,752	12/28/99	Registered
Profile Products, LLC	TURFACE MVP	2,230,966	3/9/99	Registered
Profile Products, LLC	PROFIELD	2,288,806	10/26/99	Registered
Profile Products, LLC Profile Products, LLC	PROFILE	75/464,982	4/9/98	Pending
1 TOTHE LIGHT !!				

TRADEMARK REEL: 002149 FRAME: 0547

DEBTOR	Mark	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	Status
Profile Products, LLC	PROFILE	75/464,993	4/9/98	Pending
Profile Products, LLC	PRO LEAGUE	75/475,226	4/27/98	Pending
Profile Products, LLC	TURFACE	75/510,064	6/29/98	Pending
Profile Products, LLC	PROFIELD	75/510,063	6/29/98	Pending
Profile Products, LLC	TURFACE ALL SPORT	75/510,062	6/29/98	Pending
Profile Products, LLC	MVP	75/509,974	6/29/98	Pending

REGISTERED FOREIGN TRADEMARKS AND TRADEMARK APPLICATIONS

None REGISTERED STATE TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTERED STATE TRADEMARKS REGISTRATION NO. DATE

None

PENDING STATE
TRADEMARK APPLICATIONS
FILING NO.
FILING DATE

None

COMMON LAW RIGHTS

Trade Dress — common law rights in the trade dress embodied in Debtors packaging.

TRADEMARK REEL: 002149 FRAME: 0548

TRADEMARK COLLATERAL AGREEMENT

This 30th day of March, 2000, PROFILE PRODUCTS, LLC, a Delaware limited liability company ("Assignor") with its principal place of business and mailing address at 750 Lake Cook Road, Suite 440, Buffalo Grove, Illinois 60089, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("Harris") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as agent hereunder for the various lenders pursuant to that certain Credit Agreement dated of even date herewith between the Assignor, Harris, individually and as agent and the other lenders from time to time party thereto (said Harris acting as such agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the "Assignee"), and grants to Assignee a continuing security interest in, the following property:

- (i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and
- (ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and
- (iii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

Agreement bearing even date herewith between Assignor and Assignee (the "Security Agreement"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Assignee of any applications by Assignor 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 Assignor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Assignee on such Intent-To-Use Application as collateral security for the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment, mortgage, pledge and security interest in the

1048627.01.02 1509405 trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement of even date herewith.

IN WITNESS WHEREOF, Assignor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

PROFILE PRODUCTS, LLC

Donald F. Piatza (Type or Print Name)

HARRIS TRUST AND SAVINGS BANK, as Agent

David L. Cronen (Type or Print Name)

STATE OF Things)
COUNTY OF COOK) SS)
to tol 1 d	O C A A A A A A A A A A A A A A A A A A
the State aforesaid, do hereby	a Notary Public in and for said County, in certify that Onuld F. Piazza,
	ile Products, LLC, a Delaware limited liability company, and Secretary of said limited liability
to the foregoing instrument as su	wn to me to be the same persons whose names are subscribed ach Vice President and Secretary, this day in person and acknowledged that they signed and
delivered the said instrument as the	eir own free and voluntary act and as the free and voluntary act ompany for the uses and purposes therein set forth.
Given under my hand and r	notarial seal, this Athday of March, 2000.
(Motarial Seal)	Notary Public
"OFFICIAL SEAL" JODY A. CRAIN Notary Public, State of Illinois My Commission Expires 03/04/01	Joseph Caair
My Commission Expires:	(Type or Print Name)

STATE OF <u>Flinis</u>) SS COUNTY OF <u>COK</u>)	
who is personally known to me to be the same prinstrument as such	d Savings Bank, an Illinois banking corporation, person whose name is subscribed to the foregoing ppeared before me this day in person and said instrument as his own free and voluntary act aid corporation for the uses and purposes therein
"OFFICIAL SEAL" JODY A. CRAIN Notary Public, State of Illinois My Commission Expires 03/04/01 My Commission Expires:	Notary Public Tody J. Crean (Type or Print Name)

SCHEDULE A-2 TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None

RECORDED: 09/20/2000

TRADEMARK REEL: 002149 FRAME: 0553