FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

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09-28-2000

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trad... original documents or copy thereof.

1. Name of conveying party(ies): 9-20-00

Profile Products, LLC

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other limited liability company

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

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State IL
- ☐ Other

If assignee is not domiciled in the United States, a domestic represetative designation is attached: ☐ Yes ☐ No

(Designations 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: March 30, 2000

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

A. Trademark Application No.(s)

See Schedule A-1

B. Trademark Registration No.(s)

See Schedule A-1

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corp

Internal Address:

Street Address: 400 Seventh St NW Suite 101

City: Washington State: DC ZIP: 20004

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:

(Attach duplicate copy of this page if paying by deposit account)

09/27/2000 DBYRNE 00000001 0690268

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 650.00 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.

Gregory T. Pealer — Name of Person Signing

Signature

March 30, 2000 — Date

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK
REEL: 002149 FRAME: 0546

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

DEBTOR	MARK	SERIAL NO./REG. NO.	FILING DATE/REG. 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
Profile Products, LLC	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	75/464,982	4/9/98	Pending

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 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;

to secure performance of all Obligations of Assignor as set out in that certain Security 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

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

By _____
Its Vice President

Donald F. Piazza
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK, as Agent

By _____
Its Vice President

David L. Crouch
(Type or Print Name)

TRADEMARK
REEL: 002149 FRAME: 0550

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Jody A. Crain a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald F. Piazza, Vice President of Profile Products, LLC, a Delaware limited liability company, and _____, _____ Secretary of said limited liability company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and _____ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of March, 2000.

Notary Public

NOTARIAL SEAL
"OFFICIAL SEAL"
JODY A. CRAIN
Notary Public, State of Illinois
My Commission Expires 03/04/01

My Commission Expires:

Jody A. Crain
(Type or Print Name)

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Jody A. Crain, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David L. Crouch, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of March, 2000.

(NOTARIAL SEAL)
"OFFICIAL SEAL"
JODY A. CRAIN
Notary Public, State of Illinois
My Commission Expires 03/04/01

My Commission Expires:

Notary Public

Jody A. Crain
(Type or Print Name)

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None