

REC

09-27-2000



SHEET

U.S. DEPARTMENT OF
Patent and Trademark

Tab settings

101473645

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

1. Name of conveying party(ies):
Becker-Underwood, Inc.

9-14-00

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

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

3. Nature of conveyance:

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

August 28, 2000

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation

Internal Address: _____

Street Address: 311 South Wacker Drive, Ste 2725City: Chicago State: IL Zip: 60606☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☒ Corporation State IL☐ Other _____If assignee is not domiciled in the United States, a
designation 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 trademark

A. Trademark Application No.(s)
-NONE-B. Trademark Registration
-See the Attached-

Additional numbers attached? Yes

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 NWSuite 101City: Washington Stat: DC ZIP: 200046. Total number of applications and
registrations

24

7. Total fee (37 CFR 3.41)..... \$ 615.00☒ Enclosed☐ Authorized to be charged to deposit

8. Deposit account number: _____

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

09/26/2000 MTHAI1 00000432 2102855

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 575.00 DP

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.Rebecca L. Foley
Name of PersonRebecca L. Foley
Signature

9/11/00

Date

Total number of pages including cover sheet, attachments, and

11

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

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

ADMIRAL	Intl. Class 1	Trademark pending.	
AGMARK	Intl. Class 6	®Trademark 830,460 Issue date N/A All rights and ownership of this trademark are assigned to Becker Underwood, Inc. by LAN Products from Brownwood, Texas.	24
BARKMARK		®Trademark 2,182,855 Issued 8/16/98	1
BARK-ODE	Intl. Class 1	®Trademark pending.	
BAS OIL	Intl. Class 5	®Trademark 1,507,739 Issued 10/11/88	2
BECKER- UNDERWOOD	Class 1, 2, 3, 7	Trademark pending.	
BIOGAIN	Intl. Class 1	®Trademark 2,215,885 Issued 01/05/99	3
CANTEEN	Intl. Class 1	®Trademark 2,030,102 Issued 01/14/97 Trademark is registered under the THC name, instructions have been given to reflect Becker Underwood as the owner of the trademark.	4
CUSHIONFALL	Intl. Class 31	®Trademark 2,014,275 Issued 11/05/96	5
DEFINE	Intl. Class 1	®Trademark 1,914,397 Issued 08/29/95	6
DIRECTION	Intl. Class 2	®Trademark 2,039,732 Issued 02/25/97	7
DISCREET	N/A	Trademark pending.	
GIN MARK	Intl. Class 2	®Trademark 2,219,995 Issued 01/26/99	8
GREEN LAWNGER	Class 6, 11, 16	®Trademark 2,270,364 Issued 08/17/99	9
LAKE PAK	Intl. Class 1	®Trademark 2,167,525 Issued 06/23/98	10
LINEMAN	Class 2, 6, 11, 16	®Trademark 2,142,443 Issued 03/10/98	11
"Makers of the Word's Favorite Colors"	Intl. Class 1	®Trademark 2,371,456 Issued 7/25/00	12
MULCH MAGIC	Intl. Class 2	®Trademark 1,549,711 Issued 08/01/89	13
REFLECTION	N/A	®Trademark 2,371,456 Issued 07/25/00	14

REJEX-IT	Intl. Class 1	®Trademark 1,873,478 Issued date N/A	15
RHIZANOVA	Intl. Class 1	®Trademark 2,284,861 Issued 10/12/99	16
ROCK MAGIC	Intl. Class 1	®Trademark 2,302,010 Issued 12/21/99	17
SAHARA	N/A	Trademark pending.	
SECOND HARVEST	Intl. Class 31	®Trademark 1,803,367 Issued 11/09/93	18
SECOND HARVESTER	Intl. Class 7	®Trademark 2,228,085 Issued 03/02/99	19
SPRAY TRACER	N/A	Trademark not obtainable, but mark still used.	
TERMITAFOAM	N/A	Trademark pending.	
"The Color of Innovation"	Intl. Class 1	Trademark pending.	
TIMBERMARK		Trademark pending.	
TREE GUARD	Intl. Class 5	®Trademark 1,869,033 Issue date 12/20/94	20
TREE TRACER	N/A	Trademark pending.	
TURF MARK	Intl. Class 5	®Trademark 1,485,008 Issued 04/19/88	21
VIGAROOT	Intl. Class 1	®Trademark 2,343,447 Issued 4/18/00	22
VISOR		Trademark pending.	
WSP	Intl. Class 1 & 2	®Trademark 1,847,165 Issued 07/26/94	23

FOREIGN TRADEMARK REGISTRATIONS

ARGENTINA TRADEMARKS		
Lake Colorant WSP	Class 42	Trademark 1,528,237 Issued 06/30/94
Lake Colorant WSP	Class 1	Trademark 1,528,236 Issued 06/30/94
Lake Colorant WSP	Class 2	Trademark 1,635,702 Issued 06/17/97
Green Lawnger	Class 42	Trademark 1,640,672 Issued 08/06/97
Green Lawnger	Class 2	Trademark 1,528,243 Issued 08/06/97
Turf Mark WSP	Class 1	Trademark 1,528,239 Issued 06/30/94
Turf Mark WSP	Class 2	Trademark 1,528,240 issued 06/30/94

TRADEMARK SECURITY AGREEMENT

WHEREAS, Becker-Underwood, Inc., a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into a Credit Agreement dated as of August ~~20~~, 2000 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Antares Capital Corporation, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of August ~~20~~, 2000 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Borrower and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor'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 "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks

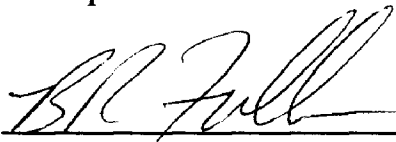
and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*- Remainder of Page Intentionally Left Blank -
[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 28th day of August, 2000.

BECKER-UNDERWOOD, INC., a
Delaware corporation

By: 
Name: Bill Fuller
Title: Vice President of Finance

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: Timothy G. Lyne
Title: Director

Trademark Security Agreement

TRADEMARK
REEL: 002150 FRAME: 0448

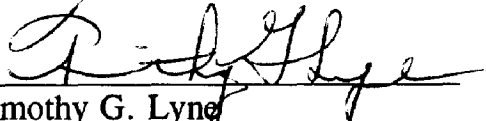
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 28th day of August, 2000.

BECKER-UNDERWOOD, INC., a
Delaware corporation

By: _____
Name: Roger C. Underwood
Title: President and Treasurer

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Timothy G. Lyne
Title: Director

Trademark Security Agreement

TRADEMARK
REEL: 002150 FRAME: 0449

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Turf Mark WSP	Class 2	Trademark 1,528,240 issued 06/30/94

Turf Mark WSP	Class 42	Trademark 1,528,241 Issued 06/30/94
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BRAZILIAN TRADEMARKS

Green Lawnger	Class 1	Trademark 817,629,548 Issued 12/02/97
Lake Colorant WSP	Class 1	Trademark 817,629,530 Issued 04/09/96
Hi-Light	Class 1	Trademark 817,629,556 Issued 04/02/96
Turf Mark WSP	Class 1	Trademark 817,629,459 Issued 04/02/96

CHILE TRADEMARKS

Hi-Light	Class 1	Trademark 435,268 Issued 12/06/94
Hi-Light	Class 2	Trademark 435,267 Issued 12/06/94

EUROPEAN COMMUNITY TRADEMARK

Green Lawnger	Class 1, 2	Trademark 725,523 Issued 04/30/99
Second Harvest	Class 31	Trademark 702,548 Issued 12/12/97
TURFMARK	N/A	Trademark pending.

CANADIAN TRADEMARKS

Green Lawnger	N/A	Trademark pending.
Mulch Magic	N/A	Trademark TMA512,483 Issued 06/01/99
Second Harvest	N/A	Trademark TMA510,274 Issued 03/29/99
Second Harvester	N/A	Trademark TMA510274 Issue date N/A
TREE GUARD	N/A	Trademark TMA481,952 Issue date N/A
TURF MARK	N/A	Trademark TMA513,502 Issued 07/28/99

AUSTRALIAN TRADEMARKS

BioGain	N/A	Trademark 750,502 Issued 12/08/97
LakePak	N/A	Trademark 750,503 issued 12/08/97

Turfmark	N/A	Trademark 837,485 issued June 1, 2000
Sprint		Trademark 837,274 issued May 31, 2000
Green Lawnger		Trademark 837,486 issued June 1, 2000

NEW ZEALAND TRADEMARKS

<i>Second Harvest</i>	Class 31	Trademark 267,318 Issued 09/23/96
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FOREIGN TRADEMARK APPLICATIONS

Green Lawnger	N/A	Trademark pending (Canada).
TURFMARK	N/A	Trademark pending (EC).

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
AGMARK	Intl. Class 6	®Trademark 830,460 Issue date N/A All rights and ownership of this trademark are assigned to Becker Underwood, Inc. by LAN Products from Brownwood, Texas.