12-7-00

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [X] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 11/17/2000

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: General Electric Capital Corporation, as Agent

Execution Date Month Day Year: 11/17/2000

Formerly:

12 2 8111

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: New York

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: New Safer, Inc.

DBA/AKA/TA:

Composed of:

Address (line 1): c/o Corporation Service Company

Address (line 2): 1013 Centre Road

Address (line 3): Wilmington (City) Delaware (State/Country) 19805 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[X] Citizenship/State of Incorporation/Organization: Delaware

FOR OFFICE USE ONLY

12/22/2000 MTHAI1 00000268 1228111

01 FC:481 40.00 OP
02 FC:482 75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 617-951-8000

Name Hilary S. Levin, Esq.

Address (line 1) Bingham Dana LLP

Address (line 2) 150 Federal Street

Address (line 3) Boston, Massachusetts 02110

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # Four

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)
	See attached Exhibit A

Number of Properties

Enter the total number of properties involved. # Four

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 115.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 500927

Authorization to charge additional fees: Yes [X] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

Hilary S. Levin		12/6/2000
Name of Person Signing	Signature	Date Signed

Exhibit A

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office Registration No.	Registration Date
SAFER AGRO-CHEM'S	1,228,111	February 22, 1983
PRO-STICK	1,247,465	August 9, 1983
SAFER	1,508,698	October 18, 1988
SAFER	1,534,947	April 18, 1988

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS, dated as of November 17, 2000, by General Electric Capital Corporation, as Agent for the Lenders referred to below (in such capacity, the "Agent") pursuant to an Amended and Restated Credit Agreement dated as of July 14, 1999 (as amended and in effect from time to time, the "Credit Agreement"), by and among Verdant Brands, Inc., certain of its subsidiaries (collectively, the "Borrowers"), the Lenders referred to therein (the "Lenders") and the Agent.

WHEREAS, the Borrowers and the Agent, for and on behalf of the Lenders, entered into a Security Agreement dated as of July 14, 1999 and filed with the United States Patent and Trademark Office on August 23, 1999 at Reel 1955, Frame 0082 (as amended from time to time, the "Security Agreement") for the purpose of securing certain obligations of the Borrowers to the Agent, for and on behalf of the Lenders;

WHEREAS, pursuant to the Security Agreement, the Borrowers assigned to the Agent, for and on behalf of the Lenders, as security for the Borrower's obligation under the Credit Agreement, all of the Trademarks (as defined in the Security Agreement), including without limitation the Trademarks identified on Exhibit A attached hereto; and

WHEREAS, the Agent, for and on behalf of the Lenders, has agreed to assign all of its right, title and interest in the Trademarks identified on Exhibit A attached hereto as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

The Agent, for and on behalf of the Lenders, hereby assigns all of its right, title and interest in the Trademarks identified on Exhibit A attached hereto, and the Agent, for and on behalf of the Lenders, hereby assigns and transfers to New Safer, Inc., a Delaware corporation, without recourse, all of the Agent's right, title and interest in and to the Trademarks listed on Exhibit A attached hereto and the goodwill thereof, effective as of the date set forth above.

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: Michael J. McK
Title: Duly Authorized Signatory

BUSDOCS:803291.3

Accepted:

NEW SAFER, INC.

By: _____
Title: PRESIDENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ___ day of November, 2000, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that s/he is a _____ of General Electric Capital Corporation, and said officer acknowledged said instrument to be the free act and deed of said bank.

_____
Notary Public
My Commission Expires:

TRADEMARK
REEL: 002199 FRAME: 0941

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 17th day of November, 2000, personally appeared Harry E. Whaley to me known personally, and who, being by me duly sworn, deposes and says that ~~s~~/he is a President of New Safer, Inc., and said officer acknowledged said instrument to be the free act and deed of said corporation.

John C Sorensen
Notary Public
My Commission Expires:

JOHN C. SORENSEN
Notary Public, State of New York
No. 31-4881109
Qualified in New York County
Commission Expires Dec. 29, ~~1995~~ 2000