



102047803

Original documents or copy thereof.

1. Name of conveying party(ies):

Ampro Industries, Inc. 3-15-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Michigan
- Other

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

3. Nature of conveyance:

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

Execution Date: February 20, 2002

2. Name and address of receiving party(ies)

Name: Golub Associates Incorporated

Internal

Address:

Street Address: 555 Madison Avenue, 30th Fl.

City: New York State: NY Zip: 10022

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- 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

OFFICE OF PUBLIC RECORDS
2002 MAR 15 PM 12:43
FINANCE SECTION

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,308,303; 2,292,883

Additional number(s) attached Yes No

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

Name: Jill M. Pietrini, Esq.

Internal Address:

Manatt, Phelps & Phillips, LLP

Street Address: 11355 W. Olympic Boulevard

City: Los Angeles State: CA Zip: 90064

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:

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

DO NOT USE THIS SPACE

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.

Jill M. Pietrini

Name of Person Signing

Signature

March 13, 2002

Date

6

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

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

04/05/2002 T01A21 000000% 2308303

01 FC:481 40.00 OP
02 FC:482 25.00 OP

THE SECURITY INTERESTS GRANTED HEREBY ARE SUBJECT AND SUBORDINATE TO THE PAYMENT AND PERFORMANCE OF ALL OBLIGATIONS OF THE GRANTOR TO PNC BANK, N.A., AS AGENT, AND THE LENDERS FOR WHICH IT ACTS AS AGENT, TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, PURSUANT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF NOVEMBER 15, 2001 BY AND AMONG U.S. HOME & GARDEN INC., EASY GARDENER, INC., CERTAIN OF THEIR SUBSIDIARIES, PNC BANK, N.A. AND THE SUBORDINATED LENDERS REFERRED TO THEREIN.

TRADEMARK SECURITY AGREEMENT

**(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)**

BE IT KNOWN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, AMPRO INDUSTRIES, INC. a Michigan corporation ("Grantor"), does hereby grant and assign to GOLUB ASSOCIATES INCORPORATED, as Agent ("Secured Party"), a 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 collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (a) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;
- (b) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (c) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any and all causes of action which now exist or may hereafter exist for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

As used herein, the term "Trademarks" shall mean: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof, including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired, together with the goodwill of the business connected with, and symbolized by, such Trademarks and all products and proceeds thereof and all income therefrom.

This Trademark Security Agreement is delivered to Secured Party pursuant to that certain Note and Warrant Purchase, Guaranty and Security Agreement dated as of November 15, 2001 among U.S. Home & Garden Inc., Easy Gardener, Inc., certain of their Subsidiaries, the Persons party thereto from time to time as "Purchasers" and Golub Associates Incorporated, as Agent for the Purchasers (the "Agreement"), to secure the prompt and complete payment and performance of Grantor's Obligations (as defined in the Agreement), and hereby affirms that the rights and remedies of Secured Party with respect

to the security interests granted pursuant hereto and pursuant to the Agreement, the terms and provisions of which are hereby incorporated by this reference as if fully set forth herein. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.

Grantor agrees to deliver updated copies of Schedule A and Schedule B to Agent at the end of any quarter in which Grantor registers or otherwise adopts or acquires any Trademark not previously listed on Schedule A hereto or enters into any Trademark license not previously listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of Grantor, such further instruments or documents (in form and substance satisfactory to Agent), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as Agent may deem necessary, proper or advisable from time to time, to carry out the provisions and purposes of this Trademark Security Agreement, and to provide, perfect and preserve the Liens of Agent under the Agreement, this Trademark Security Agreement and the other Purchase Documents, in the Trademark Collateral or any portion thereof.


Grantor agrees that if any Person shall do or perform any acts which Agent reasonably believes constitute an infringement of any Trademark, or violate or infringe any right of Grantor or Agent therein or if any Person shall do or perform any acts which Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, Agent may and shall have the right, while an Event of Default is continuing, to take such steps and institute such suits or proceedings as Agent may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Agent may take such steps or institute such suits or proceedings in its own name or in the name of Grantor or in the names of the parties jointly. Agent hereby agrees to give Grantor notice of any steps taken, or any suits or proceedings instituted, by Agent pursuant to this paragraph.

So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Agreement and the other Purchase Documents to which it is a party, Grantor may use, license and exploit the Trademark Collateral in any lawful manner.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized representative as of the 20th day of February, 2002.

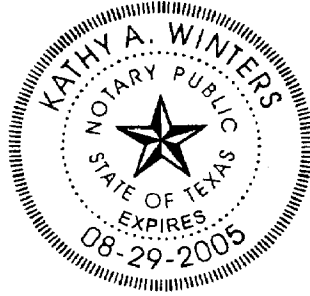
AMPRO INDUSTRIES, INC.

By: 
Name: Richard Kurz
Title: CEO

STATE OF Texas)
) ss.:
COUNTY OF McLennan)

On the 20th day of February, 2002, before me personally came Richard Kurz to me known, who being duly sworn, did depose and say that he resides at Waco, TX; that he is the CEO of Ampro Industries, Inc., the corporation described in and which executed the foregoing Operating Agreement; and that he signed his name thereto by order of the board of directors of such corporation.

Kathy A. Winters
Notary Public



TRADEMARKS

1. Amturf Lawn Patch Reg. # 2,308,303 Issued 1/18/00
2. Zinnia Patch Reg. # 2,292,883 Issued 11/16/99

TRADEMARK LICENSES

None.