

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, Weed Wizard Acquisition Corp., a Delaware corporation ("Grantor"), does hereby grant and assign to PNC BANK, NATIONAL ASSOCIATION, 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 Revolving Credit, Term Loan, Guaranty and Security Agreement dated as of November 15, 2001 among Easy Gardener, Inc., certain of its affiliates, the financial institutions party thereto from time to time as "Lenders" and PNC Bank, National Association, as Agent (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

TRADEMARKS

1. Flexitrim Reg. # 2,479,878 Issued 08/21/01

TRADEMARK LICENSES

None.