

10-18-2002

10-18-02

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/200)

Tab settings ⇨ ⇨ ⇨



102253656

ET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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.

10-18-02

- ☐ 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

Execution Date: September 30, 2002

2. Name and address of receiving party(ies)

Name: ANTARES CAPITAL CORPORATION, as Agent

Internal

Address: Suite 6400

Street Address: 311 South Wacker Drive

City: Chicago State: IL Zip: 60606

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

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

A. Trademark Application No.(s) 76/050695;

76/028646; 76/339407

B. Trademark Registration No.(s) 2,453,638;

2,390,972; 2,617,626

Additional number(s) attached ☒ Yes ☐ No

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

Name: Penelope Johnson

Internal Address: Katten Muchin Zavis Rosenman

Suite 1600

Street Address: 525 West Monroe Street

City: Chicago State: IL Zip: 60661

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 3.41).....\$ 490.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Penelope Johnson

Name of Person Signing

Signature

October 7, 2002

Date

Total number of pages including cover sheet, attachments, and document: 10

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

10/21/2002 GTDN11 00000032 76050695

01 FC:8521
02 FC:852240.00 DP
450.00 DPTRADEMARK
REEL: 002600 FRAME: 0831

No. 4A – Trademark Application Nos. (Continued)

76/246392
76/387643
76/441357
75/838625

No. 4B – Trademark Registration Nos. (Continued)

2,419,557
1,790,009
2,484,798
833,167
1,583,191
2,424,414
2,564,019
2,526,099
2,533,657

TRADEMARK SECURITY AGREEMENT

Dated: September 30, 2002

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 an Amended and Restated Credit Agreement dated as of even date herewith (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 an Amended and Restated Security Agreement dated as of even date herewith (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 Agent and 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 this page intentionally left blank-
[Signature Page Follows]*

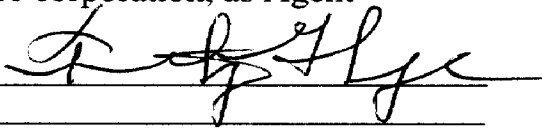
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

BECKER-UNDERWOOD, INC. a
Delaware corporation

By: _____
Name: _____
Its: _____

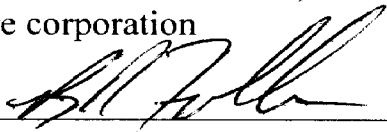
Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

BECKER-UNDERWOOD, INC. a
Delaware corporation

By: 
Name: _____
Its: _____

Acknowledged:

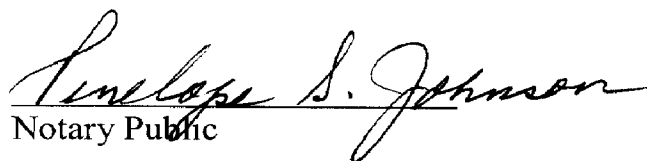
ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

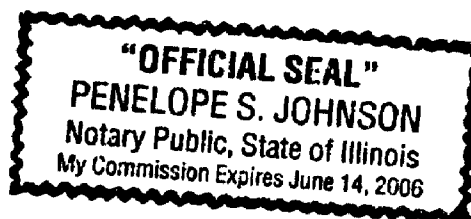
By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 30th day of September 2002, before me personally appeared Bill Fuller, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he is Chief Financial Officer of BECKER-UNDERWOOD, INC. a Delaware corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



Schedule 1

Trademarks

U.S.A. TRADEMARKS

| | |
|--|---------------------------|
| ADMIRAL | 2,453,638; issued 5/22/01 |
| BARK-ODE | 76/050695; filed 5/17/00 |
| BECKER-UNDERWOOD | 2,390,972; issued 10/3/00 |
| CROP GUARDIAN | Trademark pending |
| DISCREET | 76/028646; filed 4/18/00 |
| DRY-COAT | 76/339407; filed 11/16/01 |
| FOG FORCE | Trademark pending |
| GREENGRAPHICS | 2,617,626; issued 9/10/02 |
| HI-LIGHT | 76/246392; filed 4/25/01 |
| LIQUI-PREP | 2,419,557; issued 1/9/01 |
| MICROCODE ST | 76/387643; filed 3/27/02 |
| OUR JOB IS TO IMPROVE YOUR FUTURE | 76/441357; filed 8/19/02 |
| RHIZO-STICK | 1,790,009; issued 8/31/93 |
| SAHARA | 2,484,798; issued 9/4/01 |
| SEQUESTRENE | 833,167; issued 8/8/67 |
| SPRINT | 1,583,191; issued 2/20/90 |
| TERMITAFOAM | 2,424,414; issued 1/30/01 |
| "The Color of Innovation" | 2,564,019; issued 4/23/02 |
| THE SCIENCE OF INNOVATION | Trademark pending |
| TIMBERMARK | 75/838625; filed 11/2/99 |
| TREE TRACER | 2,526,099; issued 1/1/02 |
| VISOR | 2,533,657; issued 1/29/02 |

TRADEMARK

REEL: 002600 FRAME: 0838

ARGENTINA TRADEMARKS

| | |
|---------------|----------------------------|
| Hi-Light | 1,528,238; issued 6/30/94 |
| Green Lawnger | 1,528,242; issued 6/30/94 |
| RHIZUP | 1,617,160; issued 09/26/96 |

BRAZILIAN TRADEMARKS

| | |
|-----------------|------------------------------|
| RHIZUP | 819,985,848; issued 10/13/99 |
| RHIZUP & Design | 819,985,830; issued 10/13/99 |

EUROPEAN UNION TRADEMARKS

| | |
|--------|-------------|
| RhizUp | 809,985,830 |
|--------|-------------|

FRENCH TRADEMARKS

| | |
|--------|---------------------------|
| RHIZUP | 95568616; issued 04/20/95 |
|--------|---------------------------|

PERUVIAN TRADEMARKS

| | |
|--------|------------------------|
| RHIZUP | 18038; issued 08/08/95 |
|--------|------------------------|

CANADIAN TRADEMARKS

| | |
|-----------------|-----------------------------|
| DORMAL | TMA208,117; issued 7/11/75 |
| Green Lawnger | TMA527,443; issued 5/9/00 |
| RHIZO-STICK | TMA419,659; issued 11/12/93 |
| RHIZUP | TMA449923; issued 11/10/95 |
| RHIZUP & Design | TMA456039; issued 03/22/96 |
| SAHARA | Trademark pending |

Note: Original files deposited in safe deposit box at First American State Bank, 6th and Grand, Ames, IA. Photocopies of originals are in the above listed files.