

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bonide Products, Inc.		09/26/2003	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	201 South Warren Street
City:	Syracuse
State/Country:	NEW YORK
Postal Code:	13202
Entity Type:	INC. ASSOCIATION:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2228044	BONIDE
Registration Number:	2271834	EIGHT
Registration Number:	1203329	KLEENUP
Registration Number:	2249429	MOLETOX II
Registration Number:	2245976	MOSQUITO BEATER

CORRESPONDENCE DATA

Fax Number: (315)624-7359
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: jjadhon@hiscockbarclay.com
 Correspondent Name: F.X. Matt, III, Esq.
 Address Line 1: 258 Genesee Street, Sutie 305
 Address Line 4: Utica, NEW YORK 13502

NAME OF SUBMITTER:	F.X. Matt, III
--------------------	----------------

Total Attachments: 2
 source=ASSIGNMENT FOR SECURITY#page1.tif
 source=ASSIGNMENT FOR SECURITY#page2.tif

OP \$140.00 2228044

ASSIGNMENT FOR SECURITY
TRADEMARKS

WHEREAS, BONIDE PRODUCTS, INC., a New York corporation, (the "Assignor") has adopted, used and is using the trademarks and tradenames listed on the annexed Schedule A which trademarks are registered, to the extent indicated, in the United States Patent and Trademark office (the "Trademarks");

WHEREAS, Assignor is obligated to KEYBANK NATIONAL ASSOCIATION, (the "Assignee") pursuant to the certain Loan Agreement, dated as of the date hereof and has entered into a Trademark Security Agreement dated as of the date hereof (the "Trademark Security Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Trademark Security Agreement, Assignor has assigned to Assignee, and granted to Assignee a mortgage on, pledge of and security interest in, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for past, present and future infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment of the Obligations (as defined in the Trademark Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby further assign unto Assignee and grant to Assignee a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, mortgage on, pledge of and security interest in the Collateral made and granted hereby are more fully set forth in the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officers thereunto duly authorized as of the 26th day of September, 2003.

ASSIGNOR:
BONIDE PRODUCTS, INC.,

[Corporate Seal]

By: /s/ James J. Wurz
Name: James J. Wurz
Title: President

Schedule A

Trademarks

Name	Registration Number
Bonide	2228044
Eight	2271834
Kleen-Up	1203329
Moletox	2249429
Mosquito Beater	2245976