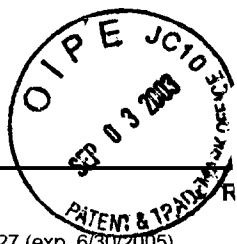


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DJ



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

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Glorion Corporation
366 North Broadway
Jericho, NY 11753
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **New York**
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: **Lebanon Chemical Corporation**
Internal
Address: _____
Street Address: **1600 East Cumberland Street**
City: **Lebanon** State: **PA** Zip: **17042**
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Pennsylvania**
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: **6/10/2003**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) **2254896, 1196097, 1760848, 1760847, 1604225**
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **John A. Harenza, Esquire**
Internal Address: _____
Stevens & Lee, P. C.
Street Address: **111 North Sixth Street**
P. O. Box 679
City: **Reading** State: **PA** Zip: **19603**

6. Total number of applications and registrations involved: **5**
7. Total fee (37 CFR 3.41).....\$ **140.00**
 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.
John A. Harenza, Esquire
Name of Person Signing _____ Signature _____ Date **Aug. 25, 2003**
Total number of pages including cover sheet, attachments, and document: **6**

09/08/2003 18:27:06
01 FC:8521
02 FC:8522

00000017 2254896

40.00 OP
100.00 OP

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

TRADEMARK
REEL: 002818 FRAME: 0080

ATTACHMENT PAGE
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1. Name of conveying party (ies):

Griffin Sales Corporation
1600 Old Country Road
Suite 102
Plainview, New York 11803-5038

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS ("Assignment") dated as of ^{June}~~April 10~~, 2003, by GLORION CORPORATION, a New York corporation ("Glorion") and GRIFFIN SALES CORPORATION (together with Glorion, "Assignor"), in favor of LEBANON CHEMICAL CORPORATION, a Pennsylvania corporation ("Assignee").

Background

A. Assignor is the sole owner of the trademark registrations and applications identified on Schedule "A" attached hereto and incorporated herein by reference (the "Trademarks"), which Trademarks are owned and used by Assignor in the operation of Assignor's business.

B. Pursuant to a Trademark Security Agreement dated as of August 7, 2000 (the "Security Agreement"), Glorion granted to Assignee a lien on, and security interest in, the Trademarks as security for the repayment of certain indebtedness of Assignor to Assignee evidenced by (1) a Promissory Note dated October 31, 1999 executed by Assignor in favor of Assignee in the original principal amount of Five Hundred Three Thousand Two Hundred Forty-Nine Dollars and Twenty-Eight Cents (\$503,249.28) and (2) a Promissory Note dated August 7, 2000 executed by Assignor in favor of Assignee in the original principal amount of Three Hundred Fifty-Five Thousand Nine Hundred Seventy-Four Dollars and Thirty-Four Cents (\$355,974.34) (collectively, the "Notes").

C. Glorion is unable to pay its outstanding obligations to Assignee under the Notes, and Glorion and Assignee have entered into an Agreement Regarding Surrender and Acceptance of Collateral in Satisfaction of Secured Indebtedness dated as of the date hereof (the "Surrender and Acceptance Agreement") pursuant to which, among other things, Glorion has agreed to surrender the Trademarks to Assignee in complete satisfaction of the obligations of Assignor to Assignee under the Notes pursuant to Section 9620 and 9622 of Revised Article 9 of the Pennsylvania Uniform Commercial Code.

D. In consideration of the forgiveness by Assignee of the outstanding obligations of Glorion under the Notes, and to evidence to the surrender and transfer of the Trademarks to Assignee pursuant to the Surrender and Acceptance Agreement and Sections 9620 and 9622 of Revised Article 9, Assignor has agreed to absolutely assign, transfer and convey to Assignee all right, title and interest of Assignor in, to and under the Trademarks in accordance with the terms and conditions of this Assignment.

NOW, THEREFORE, Assignor, intending to be legally bound, hereby agrees as follows:

Agreement

1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated by reference into this Assignment and made a part hereof as if set forth in their entirety in this Section 1.

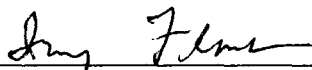
2. Assignment. Assignor hereby assigns, transfers, conveys and sets over unto Assignee all of the right, title and interest of Assignor in, to and under the Trademarks, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, together with all of Assignor's copyrights (including any common law and statutory rights and copyrights which Assignor may have with respect to any photographs, drawings and the like which Assignor uses solely in connection with the Trademarks), registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past infringements thereof, and any of Assignor's other rights relating thereto (collectively, the "Rights").

3. Further Actions. From time to time after the date hereof, and without further consideration, Assignor shall promptly provide such reasonable cooperation (including, but not limited to, the execution and delivery of documents and instruments) as Assignee, or its counsel, may reasonably request in order to permit Assignee to (a) perfect and record Assignee's ownership rights in the Rights or (b) prosecute any infringement thereof.

4. Successors and Assigns. This Assignment, and all of the terms, covenants and provisions hereof, shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns; provided, however, that Assignor may not assign this Assignment or its obligations hereunder without the prior written consent of Assignee. Any assignment in violation of this Section 4 shall be void.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date first set forth above.

GLORION CORPORATION

By 
Name: Irving Feinman
Title: President

GRIFFIN SALES CORPORATION

By 
Name:
Title: President

STATE OF NEW YORK

COUNTY OF Nassau

:
:SS.
:

On this 10th day of ~~April~~ ^{June}, 2003, before me, a notary public, the undersigned officer, personally appeared Irving Feinman, who acknowledged himself to be the President of GLORION CORPORATION, a New York corporation, and that he as such officer, being authorized to do so, executed the foregoing Assignment of Trademarks for the purposes therein contained by signing the name of the company by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

LANCE DARNELL CLARKE
NOTARY PUBLIC, State of New York
No. 30-4692336
Qualified in Nassau County
Commission Expires July 31, 2005


Notary Public

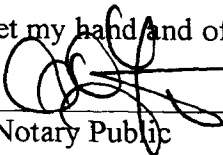
STATE OF NEW YORK

COUNTY OF New York

:
:SS.
:

On this 16th day of ~~April~~ ^{June}, 2003, before me, a notary public, the undersigned officer, personally appeared Howard Hanson, who acknowledged himself/herself to be the President of GRIFFIN SALES CORPORATION, a New York corporation, and that he/she as such officer, being authorized to do so, executed the foregoing Assignment of Trademarks for the purposes therein contained by signing the name of the company by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

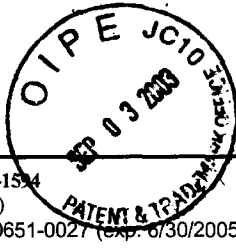
IRA A. TURRET
Notary Public, State of New York
No. 41-4623997
Qualified in Nassau County
Commission Expires Jan. 31, 2007

SCHEDULE "A"

TRADEMARK REGISTRATIONS AND APPLICATIONS

SCHEDULE A

<u>Trademark/ Service Mark Trade Name</u>	<u>Registration No. or Serial No. if an Application s Pending</u>	<u>Country</u>	<u>Registration Date or Filing Date if an Application is Pending</u>	<u>Renewal Date</u>
1. GLORION design plus words	2254896	USA	2 June 1999	N/A
2. Super Turf Grow	1760848	USA	30 March 1993	N/A
3. Super Turf Grow Plus	1760847	USA	30 March 1993	N/A
4. Amerigrow	1604225	USA	3 July 1990	N/A
5. GLORION	596976	USA	19 October 1954	19 October 1994



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Form PTO-1534 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Glorion Corporation 366 North Broadway Jericho, NY 11753 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State New York [] Other Additional name(s) of conveying party(ies) attached? [x] Yes [] No

2. Name and address of receiving party(ies) Name: Lebanon Chemical Corporation Internal Address: Street Address: 1600 East Cumberland Street City: Lebanon State: PA Zip: 17042 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Pennsylvania [] 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

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 6/10/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2254896, 1196097, 1760848, 1760847, 1604225 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: John A. Harenza, Esquire Internal Address: Stevens & Lee, P. C. Street Address: 111 North Sixth Street P. O. Box 679 City: Reading State: PA Zip: 19603

6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41).....\$ 140.00 [x] 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. John A. Harenza, Esquire Name of Person Signing Signature Date AUG. 25, 2003

Total number of pages including cover sheet, attachments, and document: 6

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

RECEIPT COPY

TRADEMARK REEL: 002818 FRAME: 0086

ATTACHMENT PAGE
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TRADEMARKS ONLY

1. Name of conveying party (ies):

Griffin Sales Corporation
1600 Old Country Road
Suite 102
Plainview, New York 11803-5038

ASSIGNMENT OF TRADEMARKS

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Background

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B. Pursuant to a Trademark Security Agreement dated as of August 7, 2000 (the "Security Agreement"), Glorion granted to Assignee a lien on, and security interest in, the Trademarks as security for the repayment of certain indebtedness of Assignor to Assignee evidenced by (1) a Promissory Note dated October 31, 1999 executed by Assignor in favor of Assignee in the original principal amount of Five Hundred Three Thousand Two Hundred Forty-Nine Dollars and Twenty-Eight Cents (\$503,249.28) and (2) a Promissory Note dated August 7, 2000 executed by Assignor in favor of Assignee in the original principal amount of Three Hundred Fifty-Five Thousand Nine Hundred Seventy-Four Dollars and Thirty-Four Cents (\$355,974.34) (collectively, the "Notes").

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NOW, THEREFORE, Assignor, intending to be legally bound, hereby agrees as follows:

Agreement

1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated by reference into this Assignment and made a part hereof as if set forth in their entirety in this Section 1.

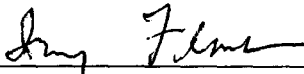
2. Assignment. Assignor hereby assigns, transfers, conveys and sets over unto Assignee all of the right, title and interest of Assignor in, to and under the Trademarks, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, together with all of Assignor's copyrights (including any common law and statutory rights and copyrights which Assignor may have with respect to any photographs, drawings and the like which Assignor uses solely in connection with the Trademarks), registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past infringements thereof, and any of Assignor's other rights relating thereto (collectively, the "Rights").

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date first set forth above.

GLORION CORPORATION

By 
Name: Irving Feinman
Title: President

GRIFFIN SALES CORPORATION

By 
Name:
Title: President

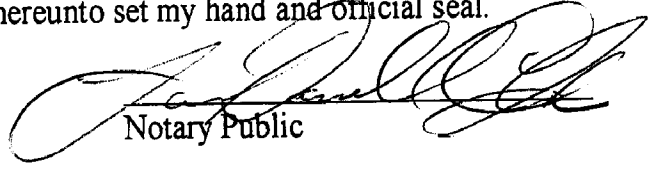
STATE OF NEW YORK

COUNTY OF Nassau

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:SS.
:

On this ~~10th~~ ^{June} day of ~~April~~, 2003, before me, a notary public, the undersigned officer, personally appeared Irving Feinman, who acknowledged himself to be the President of GLORION CORPORATION, a New York corporation, and that he as such officer, being authorized to do so, executed the foregoing Assignment of Trademarks for the purposes therein contained by signing the name of the company by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



LANCE DARNELL CLARKE
NOTARY PUBLIC, State of New York
No. 30-4692336
Qualified in Nassau County
Commission Expires

July 31, 2005

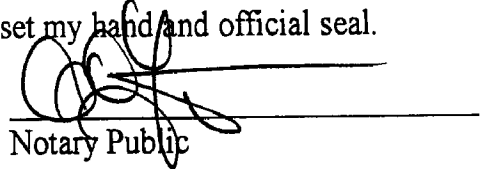
STATE OF NEW YORK

COUNTY OF New York

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Notary Public, State of New York
No. 41-4623997
Qualified in Nassau County
Commission Expires Jan. 31, 2007

SCHEDULE "A"

TRADEMARK REGISTRATIONS AND APPLICATIONS

SCHEDULE A

<u>Trademark/ Service Mark Trade Name</u>	<u>Registration No. or Serial No. if an Application s Pending</u>	<u>Country</u>	<u>Registration Date or Filing Date if an Application is Pending</u>	<u>Renewal Date</u>
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