

Form PTO-1594
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
ENVIRONMENTAL PRODUCTS LC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited liability company (Virginia)

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

2. Name and address of receiving party(ies)
Name: DUKE ENERGY ROYAL, LLC
Internal Address: _____
Address: _____
Street Address: 400 South Tryon Street
Mail Code: ST03E
City: Charlotte State: NC Zip: 28285

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other limited liability company (Delaware)

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: April 20, 2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
78/238003

B. Trademark Registration No.(s)

1,825,889	2,232,522	1,712,865	2,435,039
2,383,917	1,868,510	1,726,851	1,930,513
2,403,388	1,824,001	2,436,816	1,881,071

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Anne Reece, Paralegal
 Internal Address:
Robinson, Bradshaw & Hinson, P.A.
 Street Address: 101 N. Tryon Street, Suite 1900
 City: Charlotte State: NC Zip: 28246

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41) \$340.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500327
 (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.

Anne M. Reece, Paralegal Anne M. Reece May 7, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 5

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

OP \$34000.00 78238003

**ASSIGNMENT AND GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

WHEREAS, Environmental Products LC, a Virginia limited liability company (the "**Pledgor**") is the owner of the trademarks and service marks listed on Schedule A attached hereto, which marks are registered or have pending registrations in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such trademarks, service marks, registrations and applications, collectively, the "**Trademarks**") and is the owner of the patents listed on Schedule A attached hereto, which patents are registered or have pending applications in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such patents, registrations and applications, collectively, the "**Patents**"); and


WHEREAS, the Pledgor has entered into a Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the "**Security Agreement**"), dated as of April 20, 2004, in which the Pledgor has agreed with **Duke Energy Royal, LLC**, a Delaware limited liability company (the "**Secured Party**") to execute this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby assign and grant to the Secured Party a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks and the Patents. This Assignment has been given in conjunction with the assignment and security interest granted to the Secured Party under the Security Agreement, and the provisions of this Assignment are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

ENVIRONMENTAL PRODUCTS LC

By: _____

Title: _____



JAMES R. SMITH
MANAGER

COMMONWEALTH OF VIRGINIA)
CITY)
COUNTY OF Roanoke)

This 20 day of April, 2004 before me personally came the above-named James B Smith, to me personally known as the individual who executed the foregoing assignment on behalf of Environmental Products LC who has acknowledged to me that he, as Manager of Environmental Products LC, being authorized to do so, signed and sealed the same on behalf of Environmental Products LC, for the purposes therein set forth.

(SEAL)

Arcene H. Redell
Notary Public

My commission expires 11/30/07

ACCEPTANCE

The undersigned, **Duke Energy Royal, LLC** hereby declares that it has accepted the foregoing assignment.

SIGNED AND SEALED at _____, U.S.A. this ____ day of _____, 2004.

DUKE ENERGY ROYAL, LLC

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA)
)
COUNTY OF _____)

This _____ day of _____, 2004 before me personally came the above-named _____, to me personally known as the individual who executed the foregoing assignment on behalf of Environmental Products LC who has acknowledged to me that he, as _____ of Environmental Products LC, being authorized to do so, signed and sealed the same on behalf of Environmental Products LC, for the purposes therein set forth.

(SEAL)

Notary Public

ACCEPTANCE

The undersigned, Duke Energy Royal, LLC hereby declares that it has accepted the foregoing assignment.

SIGNED AND SEALED at Charlotte, NC, U.S.A. this 22 day of April, 2004.

DUKE ENERGY ROYAL, LLC

By: J. David Demco
Name: J. David Demco Jr.
Title: VP

Schedule A**TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>Conveying Party</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
Environmental Products LC	TURF-FIX	2,436,816	USA	01/21/00
Environmental Products LC	TNT	2,435,039	USA	01/21/00
Environmental Products LC	TOP COAT	2,403,388	USA	02/01/99
Environmental Products LC	BIONITE	2,383,917	USA	07/20/98
Environmental Products LC	COMPLETE TURF & LANDSCAPE	2,232,522	USA	11/13/95
Environmental Products LC	HARMONY IN TUNE WITH NATURE	1,881,071	USA	11/30/90
Environmental Products LC	ENVIROBASE	1,930,513	USA	08/26/93
Environmental Products LC	HARMONY	1,868,510	USA	03/01/93
Environmental Products LC	BRIDGE	1,825,689	USA	02/25/92
Environmental Products LC	THE REAL POOP	1,726,851	USA	11/15/91
Environmental Products LC	HARMONY	1,824,001	USA	09/06/91
Environmental Products LC	HARMONY IN TUNE WITH NATURE	1,712,865	USA	11/30/90
Environmental Products LC	NUTRICARE	78/238003	USA	04/15/03

PATENTS AND PATENT APPLICATIONS

<u>Conveying Party</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Inventor</u>	<u>Issue or Filing Date</u>
Environmental Products LC	4,109,019	USA	Moore	02/08/77
Environmental Products LC	4,997,469	USA	Moore	06/11/90
Environmental Products LC	5,021,247	USA	Moore	06/11/90
Environmental Products LC	5,021,077	USA	Moore	01/10/90
Environmental Products LC	5,087,474	USA	Moore	03/06/91
Environmental Products LC	5,240,490	USA	Moore	03/13/92
Environmental Products LC	5,411,568	USA	Moore	05/25/94
Environmental Products LC	09/260,006	USA	n/a	applied