

11-30-2004

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To the Director of the U. S. Patent and Tra

ments or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

North American Green, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State Indiana
- Other _____

Citizenship (see guidelines) _____

Execution Date(s) September 24, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital

Internal Corporation, as Agent

Address: _____

Street Address: 500 W. Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60661

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Attached Schedule 1

B. Trademark Registration No.(s)

See Attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

STON11 00000035 1408515

120.00 OP

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

Name: Elizabeth J. Burns

Internal Address: Latham & Watkins

Street Address: 233 S. Wacker Drive
Suite 5800

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312/876-7629

Fax Number: 312/993-9767

Email Address: _____

6. Total number of applications and registrations involved:

32

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 815.00 OK

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Elizabeth J. Burns
Signature

11-29-04

Date

Elizabeth J. Burns

Name of Person Signing

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

10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

12/01/2004 GTON11 00000034 1408515

01 FC:8521 40.00 OP

02 FC:8522 775.00 OP

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark	Country	Reg. No.	Date
NORTH AMERICAN GREEN	U.S.	1,408,515	9/9/86
NORTH AMERICAN GREEN LOGO	U.S.	1,414,239	10/21/86
SC150	U.S.	2,496,362	10/9/01
SC250	U.S.	2,585,130	6/25/02
C350	U.S.	1,932,171	10/31/95
P300	U.S.	2,496,363	10/9/01
P550	U.S.	2,585,138	6/25/02
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S150	U.S.	2,500,450	10/23/01
S75	U.S.	2,500,449	10/23/01
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VMAX3	U.S.	2,635,120	10/15/02
VMAX3 Logo	U.S.	2,786,966	11/25/03
SEAM STITCH	U.S.	2,413,086	12/12/00
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BIONET	U.S.	1,879,223	2/14/95
3 PHASE	U.S.	1,924,636	10/3/95
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NORTH AMERICAN GREEN LOGO	Chile	592,947	3/22/01

~~NORTH AMERICAN GREEN LOGO Mexico 671,122 8/31/00~~

~~3 Phase Mexico 48253 5/1/94~~

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>Fil. Date</u>
"A" DESIGN (Blue)	US	75/664,548	3/22/99
"B" DESIGN (Red)	US	75/664,538	3/22/99
"C" DESIGN (Green)	US	75/664,547	3/22/99
"D" DESIGN (White)	US	75/664,928	3/22/99
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BunkerGuard	US	78306846	9/29/03
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SEED PROTECTION MULCH MAT NORTH AMERICAN GREEN GUARDIAN GETS YOU GROWING (& Design)

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NORTH AMERICAN GREEN

~~LOGO Malaysia 96/00,982 12/4/95~~

NORTH AMERICAN GREEN

~~LOGO Brazil 822,905,345 6/30/00~~

NORTH AMERICAN GREEN

~~LOGO Venezuela 2000-012,998 7/25/00~~

~~DOT SYSTEM Japan 31,968/1999 4/13/99~~

TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 24, 2004, by NORTH AMERICAN GREEN, INC., an Indiana corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of April 23, 2004 by and among Grantor, the Persons named therein as other Borrowers and Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Second Amended and Restated Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Agreement; and

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to continue to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantor has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business of Grantor connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Notwithstanding anything contained in this Agreement to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor's right, title or interest in any license, contract or agreement to which Grantor is or shall become a party or any of its right, title or interest thereunder (other than in respect of the Proceeds thereof) to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406 or Section 9-409 of the Code or any other applicable law (including the Bankruptcy Code) or principals of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interest as if such provision had never been in effect.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**NORTH AMERICAN GREEN, INC., an
Indiana corporation, as Grantor**

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent**

By: Brady Sutton
Name: Brady Sutton
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2004 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NORTH AMERICAN GREEN, INC., an Indiana corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}Notary Public

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NORTH AMERICAN GREEN LOGO	Venezuela	2000-012,998	7/25/00
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