

Form PTO-1594

(rev 06/04)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce  
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

**1. Name of conveying party(ies)/Execution Date(s):**Merrill Lynch PCG, Inc.  
4 World Financial Center  
New York, New York 10080
☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation - State  
☐ Other
Citizenship Delaware CorporationExecution Date(s) December 22, 2004Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No**2. Name and Address of receiving party(ies)**Additional name(s) & address(es) attached? ☐ Yes ☒ NoName: North American Green, Inc.

Internal Address: \_\_\_\_\_

Street Address: 5883 Glenridge DriveCity: AtlantaState: GeorgiaCountry: USA Zip: 30328☐ Association - Citizenship \_\_\_\_\_☐ General Partnership - Citizenship \_\_\_\_\_☐ Limited Partnership - Citizenship \_\_\_\_\_☒ Corporation - Citizenship Indiana☐ Other \_\_\_\_\_

Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☒ No.**3. Nature of conveyance:**
☐ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☐ Government Interest Assignment  
☒ Other Release (Trademarks)
**4. Application number(s) or registration number(s):**

A. Trademark Application No(s).

75664548	75664538	75664547
75664928	76471692	78306846
78361710	78404338	

B. Trademark Registration No(s).

1408515	1414239	2496362
2585130	1932171	2496363
2585138	2515078	2500449
2409356	2635120	2786966
2413086	1686625	1879223
1924636	2196645	2241076
2284067	2411368	2537309
2694053	2863721	2500450

Additional numbers attached? ☐ Yes ☒ No**5. Name and address of party to whom correspondence concerning document should be mailed:**Ronald J. Turiello, Jr., Esq.  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLPFour Times Square  
New York, New York 10036

Tel: (212) 735-3000

Fax: (212) 735-2000

RTURIELL@skadden.com

**6. Total number of applications and registrations involved:**32**7. Total fee (37 CFR 1.21(h) and 3.41) \$680**☒ All fees and any deficiencies are authorized to be charged to Deposit Account  
(Our Ref. 374220/2110)**8. Payment Information**Deposit Account No. 19-2385Authorized user Name: Michael McGuire**9. Signature.**

Signature

January 5, 2005

Date

Ronald J. Turiello, Jr.

Name of Person Signing

Total number of pages including cover sheet, and documents: \_\_\_\_\_

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**CONTINUATION OF Item 1. Names of Additional Conveying Parties**

**Madison Capital Funding LLC  
30 South Wacker Drive, Suite 3700  
Chicago, IL 60606  
Limited Liability Company - Delaware**

**Antares Capital Corporation  
311 South Wacker Drive, Suite 4400  
Chicago, IL 60606  
Corporation - Delaware**

RELEASE

(TRADEMARKS)

This RELEASE (TRADEMARKS) is given on this 22<sup>th</sup> day of December, 2004 by MERRILL LYNCH PCG, INC. ("Assignor"), to NORTH AMERICAN GREEN, INC. (the "Assignee"), as follows:

WHEREAS, Assignee and Assignor, among other Lenders, entered into that certain Trademark Security Agreement dated as of September 24, 2004 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Assignee granted a continuing security interest in all of its right, title and interest in, to and under its trademarks and service marks (the "Trademarks"), including the trademarks, service marks, trademark applications, and service mark applications on Schedule I hereto, among other collateral, as fully described in the Security Agreement, to Assignor;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office, including on October 26, 2004, at Reel 2963, Frame 0307; and

WHEREAS, Assignee has fully paid, performed, discharged, and observed all of its respective obligations under the Security Agreement as necessary for Assignor to grant this Release (Trademarks), and Assignor desires to release its security interests in and liens upon the collateral pledged pursuant to the Security Agreement, including, but not limited to, the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby releases its security interest in and lien upon the Trademarks and all collateral pledged pursuant to the Security Agreement, and the Assignor further reassigns any and all interest it may have in such Trademarks and other collateral to Assignee.

IN WITNESS WHEREOF, Assignors have caused this RELEASE  
(Trademarks) to be duly executed by their duly authorized officers as of this 22 day of  
December, 2004.

MERRILL LYNCH PCG, INC.,  
as a Lender

By: Martin J. McInch  
Name: Martin J. McInch  
Title: Vice President

MADISON CAPITAL FUNDING LLC,  
as a Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ANTARES CAPITAL CORPORATION,  
as a Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignors have caused this RELEASE  
(Trademarks) to be duly executed by their duly authorized officers as of this 22 day of  
December, 2004.

MERRILL LYNCH PCG, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MADISON CAPITAL FUNDING LLC

By: *Hugh Wade*  
Name: *Hugh Wade*  
Title: *Sr. Managing Director*

ANTARES CAPITAL CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignors have caused this RELEASE  
(Trademarks) to be duly executed by their duly authorized officers as of this 22 day of  
December, 2004.

MERRILL LYNCH PCG, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MADISON CAPITAL FUNDING LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ANTARES CAPITAL CORPORATION

By:  \_\_\_\_\_

Name: **Michael P. King**

Title: **Director**

**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
C125	U.S.	2,515,078	12/4/01
S150	U.S.	2,500,450	10/23/01
S75	U.S.	2,500,449	10/23/01
DOT SYSTEM	U.S.	2,409,356	11/28/00
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
CELL-O-SEED	U.S.	1,686,625	5/12/92
BIONET	U.S.	1,879,223	2/14/95
3 PHASE	U.S.	1,924,636	10/3/95
ECO-STAKE	U.S.	2,196,645	10/31/98

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BIO-STAKE	U.S.	2,241,076	5/20/99
ECMDS	U.S.	2,284,067	10/5/99
BIOPAINT	U.S.	2,411,368	12/5/00
SEED N' SOIL	U.S.	2,537,309	2/5/02
GREENSP	U.S.	2,694,053	3/4/03
SEDIMENTSTOP	U.S.	2,863,721	7/13/04
NORTH AMERICAN GREEN	Canada	342,873	7/15/88
NORTH AMERICAN GREEN LOGO	Canada	350,371	1/26/04 (Renewal)
SURE LOCK	Canada	381,007	3/8/91
BIONET	Canada	449,877	11/10/95
MISCELLANEOUS DESIGN	Canada	350,371	1/27/89
ECO-STAKE	Canada	542,719	3/20/01
C350	Canada	TMA 476,253	5/14/97
C350	Mexico	482,532	6/14/94
3 Phase	Canada	TMA 476,251	1/5/01
NORTH AMERICAN GREEN LOGO	Australia	A590,592	11/17/92
NORTH AMERICAN GREEN LOGO	New Zealand	223,013	11/18/92
BIO-STAKE	Japan	4,395,599	6/30/00
ECMDS	Japan	4,395,598	6/30/00
NORTH AMERICAN GREEN LOGO	Hong Kong	5,051	11/17/95
NORTH AMERICAN GREEN LOGO	Japan	4,053,385	9/5/97
NORTH AMERICAN GREEN LOGO	Argentina	1,851,826	11/15/01



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
"E" DESIGN (Yellow)	US	76/471,692	11/25/02
BunkerGuard	US	78306846	9/29/03
GREENPARTNERSHIP	US	78361710	2/23/04

## SEED PROTECTION MULCH MAT NORTH AMERICAN GREEN GUARDIAN GETS YOU GROWING (&amp; Design)

	US	78/404,338	4/19/04
BIONET	Japan	29,951/1999	5/7/99
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