

09-14-2004

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



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):  
BECKER-UNDERWOOD, INC.

- Individual(s)
- General Partnership
- Corporation-State DE
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: ANTARES CAPITAL CORPORATION, AS SECOND LIEN COLLATERAL AGENT

Internal Address: Suite 4400

Street Address: 311 S. Wacker Drive

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State DE
- 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
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 08/31/2004

9.14.04

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/535,964

B. Trademark Registration No.(s) 2453638

Additional number(s) attached  Yes  No

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

Name: \_\_\_\_\_  
Attn: Penelope J.A. Agodoa  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
202.783.2700

6. Total number of applications and registrations involved: 50

7. Total fee (37 CFR 3.41).....\$ 1,265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

Street Address: \_\_\_\_\_  
09/15/2004 EC00PER 00000031 76535964  
01 FC:8521 40.00 OP  
02 FC:8522 1225.00 OP  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson  
Name of Person Signing

Signature

09/09/2004  
Date

Total number of pages including cover sheet, attachments, and document: 9

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

~~09/15/2004 EC00PER 00000031 76535964~~

~~01 FC:8521 40.00 OP~~  
~~02 FC:8522 1225.00 OP~~

TRADEMARK  
REEL: 003043 FRAME: 0836

## Schedule A

## Trademark Applications

Country	Trademark	Application Number	Date of Application
Argentina	ADMIRAL		
Argentina	BIOGAIN		
Argentina	BIOSTACKED		
Argentina	BIOSTACKED STACKING YOUR YIELDS & Design		
Argentina	CANTEEN		
Argentina	DORMAL		
Argentina	LAKEPAK		
Argentina	REJEX-IT		
Argentina	SECOND HARVESTER		
Argentina	SPRINT		
Argentina	TREE GUARD		
Argentina	VIGAROOT		
<del>Australia</del>	<del>BIOSTACKED STACKING YOUR YIELDS &amp; Design</del>	<del>1006611</del>	6/15/2004
Brazil	BIOSTACKED STACKING YOUR YIELDS & Design		
<del>Canada</del>	<del>BIOSTACKED</del>	<del>122408</del>	7/19/04
<del>Canada</del>	<del>BIOSTACKED STACKING YOUR YIELDS &amp; Design</del>	<del>1220158</del>	6/11/04
<del>Canada</del>	<del>PRECOAT</del>	<del>1200466</del>	12/30/03
Romania	HISTICK		
USA 1	BIOLOCK	76/535,964	7/28/03
USA 2	BIOSTACKED	78/451,673	7/16/04
USA 3	BIOSTACKED STACKING YOUR YIELDS & Design	76/532,403	7/25/03
USA 4	DISCREET	76/028,646	4/18/00
USA 5	MICROCODE ST	76/387643	3/27/02
USA 6	N-HANCE	75/680815	4/12/99
USA 7	OUR JOB IS TO IMPROVE YOUR FUTURE	76/441,357	8/19/02
USA 8	VAULT	76/599,366	6/24/04

Country	Trademark	Registration Number	Date of Registration
<del>EU</del>	<del>MULCH MAGIC</del>	<del>002961407</del>	2/3/04
<del>EU</del>	<del>SECOND HARVEST</del>	<del>702548</del>	6/22/99
<del>France</del>	<del>RHIZUP</del>	<del>95568616</del>	4/20/95
<del>New Zealand</del>	<del>SECOND HARVEST</del>	<del>267318</del>	9/23/96
<del>Peru</del>	<del>RHIZUP</del>	<del>18038</del>	8/8/95
USA 9	ADMIRAL	2453638	5/22/01
USA 10	AGMARK	830460	6/27/67
USA 11	ALWAYS THINKING AHEAD	2873931	8/17/2004
USA 12	BAS-OIL	1507739	10/11/88
USA 13	BECKER UNDERWOOD	2390972	10/03/00
USA 14	BIOGAIN	2215885	1/5/99
USA 15	CANTEEN	2030102	1/14/97
USA 16	CUSHIONFALL	2014275	1/5/96
USA 17	DEFINE	1914397	8/29/95
USA 18	DIRECTION	2039732	2/25/97
USA 19	DRY-COAT	2867262	7/27/04
USA 20	GIN MARK	2219995	1/26/99
USA 21	GREEN LAWNGER	2270364	8/17/99
USA 22	GREENGRAPHICS	2617626	9/10/02
USA 23	HI-LIGHT	2661970	12/17/02
USA 24	LAKEPAK	2167525	6/23/98
USA 25	LINEMAN	2142443	3/10/98
USA 26	LIQUI-PREP	2419557	1/9/01
USA 27	MULCH MAGIC	1549711	8/1/99
USA 28	N-RICH	2813264	2/10/04
USA 29	PROMAX	2818222	2/24/04
USA 30	REFLECTION	2371456	7/25/00
USA 31	REJEX-IT	1873478	1/17/95
USA 32	RHIZANOVA	2284861	10/12/99
USA 33	RHIZO-STICK	1790009	8/31/93
USA 34	ROCK MAGIC	2302010	12/21/99
USA 35	SAHARA	2484798	9/4/01
USA 36	SECOND HARVEST	1803367	11/9/93
USA 37	SECOND HARVESTER	2228085	3/2/99
USA 38	SELECT	2842388	5/18/04
USA 39	SEQUESTRENE	833167	8/8/67
USA 40	SPRINT	1583191	2/20/90
USA 41	TERMITAFOAM	2424414	1/30/01
USA 42	THE COLOR OF INNOVATION	2564019	4/23/02
USA 43	TREE GUARD	2459649	6/12/01
USA 44	TREE TRACER	2526099	1/1/02

Trademark Security Agreement—First Lien

Country	Trademark	Registration Number	Date of Registration
USA 45	TURF MARK	1485008	4/19/88
USA 46	URBANA SOY-STERILE	2862216	7/13/04
USA 47	VIGAROOT	2343447	4/18/00
USA 48	VISOR	2533657	1/29/02
USA 49	WOOD'N COLORS	2311527	1/25/00
USA 50	WSP	1847165	7/26/94

Trademark Security Agreement—First Lien

**TRADEMARK**  
**REEL: 003043 FRAME: 0839**

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2004, is between **BECKER-UNDERWOOD, INC.** a Delaware corporation (the "**Grantor**"), and **ANTARES CAPITAL CORPORATION**, a Delaware corporation ("**Antares**"), as Second Lien Collateral Agent (in such capacity, the "**Grantee**") for the benefit of Second Lien Secured Parties (as such terms are defined in the Credit Agreement described below).

### RECITALS

**A.** Grantor owns the Intellectual Property Applications and Intellectual Property Registrations with respect to Trademarks owned by Grantor listed on Schedule A annexed hereto; and

**B.** Reference is made to that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among BU Merger Co., a Delaware corporation and predecessor by Merger to Grantor ("**MergerCo**"), Antares, as First Lien Collateral Agent, Second Lien Collateral Agent, Agent, and individually as a Lender, and the other Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to MergerCo by Antares and the other Lenders; and

**C.** Pursuant to the terms of that certain Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"; capitalized terms used but not defined herein have the meanings given such terms in the Security Agreement) between Grantor and Antares, as First Lien Collateral Agent and Second Lien Collateral Agent, Grantor has granted to Grantee for the benefit of Grantee and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the Second Lien Liabilities (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration, and Trademark application owned by Grantor, including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations (together with any reissues, continuations or extensions thereof) relating to Trademarks and referred to in Schedule A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations relating to Trademarks and referred to in Schedule A annexed hereto, all Intellectual Property Registrations issued with respect to Intellectual Property Applications referred to in Schedule A and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

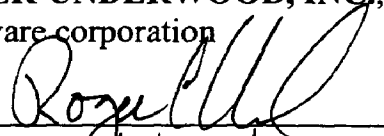
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

**BECKER-UNDERWOOD, INC.,**  
a Delaware corporation

By:



Name: Roger Underwood

Title: Chairman of the Board & Chief Executive Officer

Trademark Security Agreement: Second Lien

**TRADEMARK**  
**REEL: 003043 FRAME: 0842**

**Schedule A**

**Trademark Applications**

<b>Country</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Date of Application</b>
Argentina	<b>ADMIRAL</b>		
Argentina	<b>BIOGAIN</b>		
Argentina	<b>BIOSTACKED</b>		
Argentina	<b>BIOSTACKED STACKING YOUR YIELDS &amp; Design</b>		
Argentina	<b>CANTEEN</b>		
Argentina	<b>DORMAL</b>		
Argentina	<b>LAKEPAK</b>		
Argentina	<b>REJEX-IT</b>		
Argentina	<b>SECOND HARVESTER</b>		
Argentina	<b>SPRINT</b>		
Argentina	<b>TREE GUARD</b>		
Argentina	<b>VIGAROOT</b>		
Australia	<b>BIOSTACKED STACKING YOUR YIELDS &amp; Design</b>	1006611	6/15/2004
Brazil	<b>BIOSTACKED STACKING YOUR YIELDS &amp; Design</b>		
Canada	<b>BIOSTACKED</b>	122408	7/19/04
Canada	<b>BIOSTACKED STACKING YOUR YIELDS &amp; Design</b>	1220158	6/11/04
Canada	<b>PRECOAT</b>	1200466	12/30/03
Romania	<b>HISTICK</b>		
USA	<b>BIOLOCK</b>	76/535,964	7/28/03
USA	<b>BIOSTACKED</b>	78/451,673	7/16/04
USA	<b>BIOSTACKED STACKING YOUR YIELDS &amp; Design</b>	76/532,403	7/25/03
USA	<b>DISCREET</b>	76/028,646	4/18/00
USA	<b>MICROCODE ST</b>	76/387643	3/27/02
USA	<b>N-HANCE</b>	75/680815	4/12/99
USA	<b>OUR JOB IS TO IMPROVE YOUR FUTURE</b>	76/441,357	8/19/02
USA	<b>VAULT</b>	76/599,366	6/24/04

**Trademark Registrations**

<b>Country</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Date of Registration</b>
Argentina	<b>BECKER UNDERWOOD</b>	1528237	6/30/94
Argentina	<b>GREEN LAWNGER</b>	1528242	6/30/94

Trademark Security Agreement—Second Lien



Country	Trademark	Registration Number	Date of Registration
Argentina	<b>GREEN LAWNGER</b>	1528243	6/30/94
Argentina	<b>GREEN LAWNGER</b>	1640672	8/6/97
Argentina	<b>HI-LIGHT</b>	1528238	6/30/94
Argentina	<b>LAKE COLORANT WSP</b>	1528236	6/30/94
Argentina	<b>LAKE COLORANT WSP</b>	1528237	6/30/94
Argentina	<b>LAKE COLORANT WSP</b>	1635702	8/17/97
Argentina	<b>RHIZUP</b>	1617160	9/26/96
Argentina	<b>TURF MARK</b>	1528240	6/30/94
Argentina	<b>TURF MARK</b>	1528241	6/30/94
Argentina	<b>TURF MARK WSP</b>	1528239	6/30/94
Australia	<b>BIOGAIN</b>	750502	12/8/97
Australia	<b>GREEN LAWNGER</b>	837486	6/1/00
Australia	<b>LAKEPAK</b>	750503	12/8/97
Australia	<b>SPRINT</b>	837274	5/31/00
Australia	<b>TURF MARK</b>	837485	6/1/00
Brazil	<b>GREEN LAWNGER</b>	817629548	2/12/97
Brazil	<b>HI-LIGHT</b>	817629556	4/2/96
Brazil	<b>LAKE COLORANT WSP</b>	817629530	4/9/96
Brazil	<b>RHIZUP</b>	819985848	10/13/99
Brazil	<b>RHIZUP &amp; Design</b>	819985830	10/13/99
Brazil	<b>TURF MARK</b>	817629459	4/2/96
Brazil	<b>TURF MARK WSP</b>	817629459	4/2/96
Canada	<b>DORMAL</b>	TMA208117	7/11/90
Canada	<b>GREEN LAWNGER</b>	TMA527443	5/9/00
Canada	<b>MULCH MAGIC</b>	TMA512483	6/1/99
Canada	<b>OUR JOB IS TO IMPROVE YOUR FUTURE</b>	1152256	3/16/04
Canada	<b>RHIZO-STICK</b>	TMA419659	1/12/93
Canada	<b>RHIZUP</b>	TMA449923	11/10/95
Canada	<b>RHIZUP &amp; Design</b>	TMA456039	3/22/96
Canada	<b>SECOND HARVEST</b>	TMA510274	3/29/99
Canada	<b>TREE GUARD</b>	TMA481952	9/3/97
Canada	<b>TURF MARK</b>	TMA0513502	7/28/99
Chile	<b>HI-LIGHT</b>	435267	12/6/94
Chile	<b>HI-LIGHT</b>	435268	12/6/84
Chile	<b>RHIZUP</b>	459059	3/26/96
EU	<b>GREEN LAWNGER</b>	725523	4/30/99
EU	<b>MULCH MAGIC</b>	002961407	2/3/04
EU	<b>SECOND HARVEST</b>	702548	6/22/99
France	<b>RHIZUP</b>	95568616	4/20/95
New Zealand	<b>SECOND HARVEST</b>	267318	9/23/96
Peru	<b>RHIZUP</b>	18038	8/8/95

Trademark Security Agreement—Second Lien

<b>Country</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Date of Registration</b>
USA	<b>ADMIRAL</b>	2453638	5/22/01
USA	<b>AGMARK</b>	830460	6/27/67
USA	<b>ALWAYS THINKING AHEAD</b>	2873931	8/17/2004
USA	<b>BAS-OIL</b>	1507739	10/11/88
USA	<b>BECKER UNDERWOOD</b>	2390972	10/03/00
USA	<b>BIOGAIN</b>	2215885	1/5/99
USA	<b>CANTEEN</b>	2030102	1/14/97
USA	<b>CUSHIONFALL</b>	2014275	1/5/96
USA	<b>DEFINE</b>	1914397	8/29/95
USA	<b>DIRECTION</b>	2039732	2/25/97
USA	<b>DRY-COAT</b>	2867262	7/27/04
USA	<b>GIN MARK</b>	2219995	1/26/99
USA	<b>GREEN LAWNGER</b>	2270364	8/17/99
USA	<b>GREENGRAPHICS</b>	2617626	9/10/02
USA	<b>HI-LIGHT</b>	2661970	12/17/02
USA	<b>LAKEPAK</b>	2167525	6/23/98
USA	<b>LINEMAN</b>	2142443	3/10/98
USA	<b>LIQUI-PREP</b>	2419557	1/9/01
USA	<b>MULCH MAGIC</b>	1549711	8/1/99
USA	<b>N-RICH</b>	2813264	2/10/04
USA	<b>PROMAX</b>	2818222	2/24/04
USA	<b>REFLECTION</b>	2371456	7/25/00
USA	<b>REJEX-IT</b>	1873478	1/17/95
USA	<b>RHIZANOVA</b>	2284861	10/12/99
USA	<b>RHIZO-STICK</b>	1790009	8/31/93
USA	<b>ROCK MAGIC</b>	2302010	12/21/99
USA	<b>SAHARA</b>	2484798	9/4/01
USA	<b>SECOND HARVEST</b>	1803367	11/9/93
USA	<b>SECOND HARVESTER</b>	2228085	3/2/99
USA	<b>SELECT</b>	2842388	5/18/04
USA	<b>SEQUESTRENE</b>	833167	8/8/67
USA	<b>SPRINT</b>	1583191	2/20/90
USA	<b>TERMITAFOAM</b>	2424414	1/30/01
USA	<b>THE COLOR OF INNOVATION</b>	2564019	4/23/02
USA	<b>TREE GUARD</b>	2459649	6/12/01
USA	<b>TREE TRACER</b>	2526099	1/1/02
USA	<b>TURF MARK</b>	1485008	4/19/88
USA	<b>URBANA SOY-STERILE</b>	2862216	7/13/04
USA	<b>VIGAROOT</b>	2343447	4/18/00
USA	<b>VISOR</b>	2533657	1/29/02
USA	<b>WOOD'N COLORS</b>	2311527	1/25/00
USA	<b>WSP</b>	1847165	7/26/94

Trademark Security Agreement—Second Lien