

09-13-2004

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼

RE



102833905

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

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

1. Name of conveying party(ies):

ANTARES CAPITAL CORPORATION

☐ Individual(s)☐ General Partnership☒ Corporation-State DE☐ Other☐ Association☐ Limited PartnershipAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Security Agreement☒ Other Release and Reassignment☐ Merger☐ Change of Name

Execution Date: 08/31/2004

2. Name and address of receiving party(ies)

Name: BECKER-UNDERWOOD, INC.

Internal

Address:

Street Address: 801 Dayton Avenue

City: Ames State: IA Zip: 50010

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State DE☐ OtherIf 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

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

A. Trademark Application No.(s) 76/050695

B. Trademark Registration No.(s) 2,453,638

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

Street Address:

City: State: Zip:

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 3.41).....\$ 490.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson

Name of Person Signing

Signature

09-08-2004

Date

09/13/2004 LMUeller 00000014 76050695

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

10

01 FC:8521
02 FC:852240.00 OP
450.00 OPMail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 003045 FRAME: 0137

Schedule 1

Trademarks

U.S.A. TRADEMARKS

ADMIRAL	2,453,638; issued 05/22/01 (1)
ALL BUGS ARE NOT CREATED EQUAL	COMMON LAW TRADEMARK
BARK-ODE	76/050695; filed 05/17/00 (2)
BECKER-UNDERWOOD	2,390,972; issued 10/3/00 (3)
COMBO PAK	COMMON LAW TRADEMARK
CROP GUARDIAN	Trademark pending
DISCREET	76/028646; filed 04/18/00 (4)
DORMAL	COMMON LAW TRADEMARK
DORMAL PLUS	COMMON LAW TRADEMARK
DRY-COAT	76/339407; filed 11/16/01 (5)
FOG FORCE	Trademark pending
FROZEN PREP	COMMON LAW TRADEMARK
FROZEN PREP XP	COMMON LAW TRADEMARK
GREENGRAPHICS	2,617,626; issued 09/10/02 (6)
HI-LIGHT	76/246392; filed 04/25/01 (7)
LIQUI-PREP	2,419,557; issued 01/9/01 (8)
LIQUI-PREP XT	COMMON LAW TRADEMARK
MEGA PREP	COMMON LAW TRADEMARK
MICROCODE ST	76/387643; filed 03/27/02 (9)
MOLY SOY-A-LIVE	COMMON LAW TRADEMARK
MOLYBDENUM	COMMON LAW TRADEMARK
NATURE'S AID	COMMON LAW TRADEMARK
NOD +	COMMON LAW TRADEMARK

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of August 31, 2004, by **ANTARES CAPITAL CORPORATION** ("**Bank**").

W I T N E S S E T H:

WHEREAS, Bank and Becker-Underwood, Inc., a Delaware corporation ("**Grantor**"), were parties to that certain Trademark Security Agreement dated as of September 30, 2002 (the "**Assignment**"), pursuant to which Grantor granted a security interest to Bank in certain trademarks (the "**Trademarks**"), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the Trademarks and all proceeds and products thereof as security for certain obligations owing by Grantor to Bank, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Assignment was recorded by the Assignment Division of the United States Patent and Trademark Office on October 7, 2002, at Reel 2593, Frame 0814; and

WHEREAS, Grantor has requested that Bank release its security interest in the Trademark Collateral (as defined below) and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Bank hereby releases its security interest in all of Grantor's right, title and interest in and to and under the following (all of the following being herein collectively referred to as the "Trademark Collateral"):

(i) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 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;

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

(iii) 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 Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the

Trademark applications referred in Schedule 1 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.

2. Bank hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Bank, all of Bank's right, title and interest in and to the Trademark Collateral.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Bank has caused this Trademark Release and Reassignment
to be executed as of the day and year first above written.

ANTARES CAPITAL CORPORATION

By: 

Name: David K. Swanson

Its: Director

Trademark Release

Schedule 1

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MOLYBDENUM	COMMON LAW TRADEMARK
NATURE'S AID	COMMON LAW TRADEMARK
NOD +	COMMON LAW TRADEMARK

NOD PLUS	COMMON LAW TRADEMARK
OUR JOB IS TO IMPROVE YOUR FUTURE	76/441357; filed 08/19/02
PUTTING SCIENCE INTO ACTION FOR AGRICULTURE	COMMON LAW TRADEMARK
RHIZO-FLO	COMMON LAW TRADEMARK
RHIZO-STICK	1,790,009; issued 08/31/93
SAHARA	2,484,798; issued 09/4/01
SB2000	COMMON LAW TRADEMARK
SEEDBIOTICS	COMMON LAW TRADEMARK
SEQUESTRENE	833,167; issued 08/8/67
SPRINT	1,583,191; issued 02/20/90
TERMITAFOAM	2,424,414; issued 01/30/01
"The Color of Innovation"	2,564,019; issued 04/23/02
THE SCIENCE OF INNOVATION	Trademark pending
TIMBERMARK	75/838625; filed 11/2/99
TREE TRACER	2,526,099; issued 01/1/02
URBANA LABORATORIES	COMMON LAW TRADEMARK
URBANA LABORATORIES AND PLANT DESIGN	COMMON LAW TRADEMARK
UPSTART	COMMON LAW TRADEMARK
VISOR	2,533,657; issued 01/29/02
VITALIVE	COMMON LAW TRADEMARK

ARGENTINA TRADEMARKS

Hi-Light	1,528,238; issued 06/30/94
Green Lawngr	1,528,242; issued 06/30/94
RHIZUP	1,617,160; issued 09/26/96

BRAZILIAN TRADEMARKS

RHIZUP	819,985,848; issued 10/13/99
RHIZUP & Design	819,985,830; issued 10/13/99

CHILE TRADEMARKS

RHIZUP	459,059; issued 03/26/96
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EUROPEAN UNION TRADEMARKS

RhizUp	809,985,830
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FRENCH TRADEMARKS

RHIZUP	95568616; issued 04/20/95
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PERUVIAN TRADEMARKS

RHIZUP	18038; issued 08/08/95
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CANADIAN TRADEMARKS

DORMAL	TMA208,117; issued 07/11/75
Green Lawnger	TMA527,443; issued 05/9/00
RHIZO-STICK	TMA419,659; issued 11/12/93
RHIZUP	TMA449923; issued 11/10/95
RHIZUP & Design	TMA456039; issued 03/22/96
SAHARA	Trademark pending

Note: Original files deposited in safe deposit box at First American State Bank, 6th and Grand, Ames, IA. Photocopies of originals are in the above listed files.