

09-13-2004

Form PTO-1594

(Rev. 03/01)

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

Tab settings ⇌ ⇌ ⇌ ▼



102833909

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) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State DE
☐ Other _____

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

3. Nature of conveyance:

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

Execution Date: 08/31/2004

2. Name and address of receiving party(ies)

Name: BECKER-UNDERWOOD, INC.

Internal

Address: _____

Street Address: 801 Dayton AvenueCity: Ames State: IA Zip: 50010

- ☐ 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

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

A. Trademark Application No.(s) n.a.B. Trademark Registration No.(s) 830,460Additional 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: _____

24

7. Total fee (37 CFR 3.41).....\$ 615.00

- ☒ 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 00000012 830460

Total number of pages including cover sheet, attachments, and document: 1101 FC:8521
02 FC:852240.00 UP
575.00 OP

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

TRADEMARK
 REEL: 003045 FRAME: 0167

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

ADMIRAL	Intl. Class 1	Trademark pending.
AGMARK	Intl. Class 6 (1)	®Trademark 830,460 Issue date N/A All rights and ownership of this trademark are assigned to Becker Underwood, Inc. by LAN Products from Brownwood, Texas.
BARKMARK	(2)	®Trademark 2,182,855 Issued 8/16/98
BARK-ODE	Intl. Class 1	®Trademark pending.
BAS OIL	Intl. Class 5 (3)	®Trademark 1,507,739 Issued 10/11/88
BECKER-UNDERWOOD	Class 1, 2, 3, 7	Trademark pending.
BIOGAIN	Intl. Class 1 (4)	®Trademark 2,215,885 Issued 01/05/99
CANTEEN	Intl. Class 1 (5)	®Trademark 2,030,102 Issued 01/14/97 Trademark is registered under the THC name, instructions have been given to reflect Becker Underwood as the owner of the trademark.
CUSHIONFALL	Intl. Class 31 (6)	®Trademark 2,014,275 Issued 11/05/96
DEFINE	Intl. Class 1 (7)	®Trademark 1,914,397 Issued 08/29/95
DIRECTION	Intl. Class 2 (8)	®Trademark 2,039,732 Issued 02/25/97
DISCREET	N/A	Trademark pending.
GIN MARK	Intl. Class 2 (9)	®Trademark 2,219,995 Issued 01/26/99
GREEN LAWNGER	Class 6, 11, 16 (10)	®Trademark 2,270,364 Issued 08/17/99
LAKE PAK	Intl. Class 1 (11)	®Trademark 2,167,525 Issued 06/23/98
LINEMAN	Class 2, 6, 11, 16 (12)	®Trademark 2,142,443 Issued 03/10/98
"Makers of the Word's Favorite Colors"	Intl. Class 1 (13)	®Trademark 2,371,456 Issued 7/25/00
MULCH MAGIC	Intl. Class 2 (14)	®Trademark 1,549,711 Issued 08/01/89
REFLECTION	N/A (15)	®Trademark 2,371,456 Issued 07/25/00

REJEX-IT	Intl. Class 1 (16)	©Trademark 1,873,478 Issued date N/A
RHIZANOVA	Intl. Class 1 (17)	©Trademark 2,284,861 Issued 10/12/99
ROCK MAGIC	Intl. Class 1 (18)	©Trademark 2,302,010 Issued 12/21/99
SAHARA	N/A	Trademark pending.
SECOND HARVEST	Intl. Class 31 (19)	©Trademark 1,803,367 Issued 11/09/93
SECOND HARVESTER	Intl. Class 7 (20)	©Trademark 2,228,085 Issued 03/02/99
SPRAY TRACER	N/A	Trademark not obtainable, but mark still used.
TERMITAFOAM	N/A	Trademark pending.
"The Color of Innovation"	Intl. Class 1 (scribble)	Trademark pending.
TIMBERMARK		Trademark pending.
TREE GUARD	Intl. Class 5 (21)	©Trademark 1,869,033 Issue date 12/20/94
TREE TRACER	N/A 22	Trademark pending.
TURF MARK	Intl. Class 5 (23)	©Trademark 1,485,008 Issued 04/19/88
VIGAROOT	Intl. Class 1 (24)	©Trademark 2,343,447 Issued 4/18/00
VISOR		Trademark pending.
WSP	Intl. Class 1 & 2 (24)	©Trademark 1,847,165 Issued 07/26/94

FOREIGN TRADEMARK REGISTRATIONS

ARGENTINA TRADEMARKS		
Lake Colorant WSP	Class 42	Trademark 1,528,237 Issued 06/30/94
Lake Colorant WSP	Class 1	Trademark 1,528,236 Issued 06/30/94
Lake Colorant WSP	Class 2	Trademark 1,635,702 Issued 06/17/97
Green Lawngrer	Class 42	Trademark 1,640,672 Issued 08/06/97
Green Lawngrer	Class 2	Trademark 1,528,243 Issued 08/06/97
Turf Mark WSP	Class 1	Trademark 1,528,239 Issued 06/30/94
Turf Mark WSP	Class 2	Trademark 1,528,240 issued 06/30/94

TRADEMARK RELEASE AND REASSIGNMENT

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

WITNESSETH:

WHEREAS, Bank and Becker-Underwood, Inc., a Delaware corporation ("**Grantor**"), were parties to that certain Trademark Security Agreement dated as of August 28, 2000 (the "**Assignment**") as amended by that certain First Amendment To Trademark Security Agreement, dated as of July 27, 2001 (the "**Amendment**"), 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 Patents 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 September 15, 2000 at Reel 002150, Frame 0443, and the Amendment was recorded by the Assignment Division of the United States Patent and Trademark Office on August 2, 2001 at Reel 002347, Frame 0171; 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

REJEX-IT	Intl. Class 1	®Trademark 1,873,478 Issued date N/A
RHIZANOVA	Intl. Class 1	®Trademark 2,284,861 Issued 10/12/99
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SAHARA	N/A	Trademark pending.
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Lake Colorant WSP	Class 1	Trademark 1,528,236 Issued 06/30/94
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Green Lawngr	Class 2	Trademark 1,528,243 Issued 08/06/97
Turf Mark WSP	Class 1	Trademark 1,528,239 Issued 06/30/94
Turf Mark WSP	Class 2	Trademark 1,528,240 issued 06/30/94

Turf Mark WSP	Class 42	Trademark 1,528,241 Issued 06/30/94
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BRAZILIAN TRADEMARKS

Green Lawnger	Class 1	Trademark 817,629,548 Issued 12/02/97
Lake Colorant WSP	Class 1	Trademark 817,629,530 Issued 04/09/96
Hi-Light	Class 1	Trademark 817,629,556 Issued 04/02/96
Turf Mark WSP	Class 1	Trademark 817,629,459 Issued 04/02/96

CHILE TRADEMARKS

Hi-Light	Class 1	Trademark 435,268 Issued 12/06/94
Hi-Light	Class 2	Trademark 435,267 Issued 12/06/94

EUROPEAN COMMUNITY TRADEMARK

Green Lawnger	Class 1, 2	Trademark 725,523 Issued 04/30/99
Second Harvest	Class 31	Trademark 702,548 Issued 12/12/97
TURFMARK	N/A	Trademark pending.

CANADIAN TRADEMARKS

Green Lawnger	N/A	Trademark pending.
Mulch Magic	N/A	Trademark TMA512,483 Issued 06/01/99
Second Harvest	N/A	Trademark TMA510,274 Issued 03/29/99
Second Harvester	N/A	Trademark TMA510274 Issue date N/A
TREE GUARD	N/A	Trademark TMA481,952 Issue date N/A
TURF MARK	N/A	Trademark TMA513,502 Issued 07/28/99

AUSTRALIAN TRADEMARKS

BioGain	N/A	Trademark 750,502 Issued 12/08/97
LakePak	N/A	Trademark 750,503 issued 12/08/97

Turfmark	N/A	Trademark 837,485 issued June 1, 2000
Sprint		Trademark 837,274 issued May 31, 2000
Green Lawnger		Trademark 837,486 issued June 1, 2000

NEW ZEALAND TRADEMARKS

<i>Second Harvest</i>	Class 31	Trademark 267,318 Issued 09/23/96
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FOREIGN TRADEMARK APPLICATIONS

Green Lawnger	N/A	Trademark pending (Canada).
TURFMARK	N/A	Trademark pending (EC).

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
AGMARK	Intl. Class 6	©Trademark 830,460 Issue date N/A All rights and ownership of this trademark are assigned to Becker Underwood, Inc. by LAN Products from Brownwood, Texas.

Addendum A
(Trademark Security Agreement)

Trademark

WOOD'N COLORS

Registration Nos.

U.S. 2,311,527