

09-14-2004
102834758

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. *MRD 9-14-04*

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

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

2. Name and address of receiving party(ies)

Name: ANTARES CAPITAL CORPORATION, AS FIRST 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 08/31/2004

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

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

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: 50

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

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson *Penelope S. Johnson* 09/09/2004
Name of Person Signing Signature Date

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

09/15/2004 ECDOPER 00000030 76535964
01 EC:18521 40.00 DP
02 EC:18522 1229.00 DP

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

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		
Australia	BIOSTACKED STACKING YOUR YIELDS & Design	1006611	6/15/2004
Brazil	BIOSTACKED STACKING YOUR YIELDS & Design		
Canada	BIOSTACKED	122408	7/19/04
Canada	BIOSTACKED STACKING YOUR YIELDS & Design	1220158	6/11/04
Canada	PRECOAT	1200466	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
EU	MULCH MAGIC	002961407	2/3/04
EU	SECOND HARVEST	702548	6/22/99
France	RHZUP	95568616	4/20/95
New Zealand	SECOND HARVEST	267318	9/23/96
Peru	RHZUP	18038	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

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 First Lien Collateral Agent (in such capacity, the “**Grantee**”) for the benefit of First 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 herein (as the same may be further 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 First 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 and
Chief Executive Officer

Trademark Security Agreement: First Lien

TRADEMARK
REEL: 003048 FRAME: 0436

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		
Australia	BIOSTACKED STACKING YOUR YIELDS & Design	1006611	6/15/2004
Brazil	BIOSTACKED STACKING YOUR YIELDS & Design		
Canada	BIOSTACKED	122408	7/19/04
Canada	BIOSTACKED STACKING YOUR YIELDS & Design	1220158	6/11/04
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USA	BIOLOCK	76/535,964	7/28/03
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USA	MICROCODE ST	76/387643	3/27/02
USA	N-HANCE	75/680815	4/12/99
USA	OUR JOB IS TO IMPROVE YOUR FUTURE	76/441,357	8/19/02
USA	VAULT	76/599,366	6/24/04

Trademark Registrations

Country	Trademark	Registration Number	Date of Registration
Argentina	BECKER UNDERWOOD	1528237	6/30/94
Argentina	GREEN LAWNGER	1528242	6/30/94
Argentina	GREEN LAWNGER	1528243	6/30/94
Argentina	GREEN LAWNGER	1640672	8/6/97
Argentina	HI-LIGHT	1528238	6/30/94
Argentina	LAKE COLORANT WSP	1528236	6/30/94
Argentina	LAKE COLORANT WSP	1528237	6/30/94
Argentina	LAKE COLORANT WSP	1635702	8/17/97
Argentina	RHIZUP	1617160	9/26/96
Argentina	TURF MARK	1528240	6/30/94
Argentina	TURF MARK	1528241	6/30/94
Argentina	TURF MARK WSP	1528239	6/30/94
Australia	BIOGAIN	750502	12/8/97
Australia	GREEN LAWNGER	837486	6/1/00
Australia	LAKEPAK	750503	12/8/97
Australia	SPRINT	837274	5/31/00
Australia	TURF MARK	837485	6/1/00
Brazil	GREEN LAWNGER	817629548	2/12/97
Brazil	HI-LIGHT	817629556	4/2/96
Brazil	LAKE COLORANT WSP	817629530	4/9/96
Brazil	RHIZUP	819985848	10/13/99
Brazil	RHIZUP & Design	819985830	10/13/99
Brazil	TURF MARK	817629459	4/2/96
Brazil	TURF MARK WSP	817629459	4/2/96
Canada	DORMAL	TMA208117	7/11/90
Canada	GREEN LAWNGER	TMA527443	5/9/00
Canada	MULCH MAGIC	TMA512483	6/1/99
Canada	OUR JOB IS TO IMPROVE YOUR FUTURE	1152256	3/16/04
Canada	RHIZO-STICK	TMA419659	1/12/93
Canada	RHIZUP	TMA449923	11/10/95
Canada	RHIZUP & Design	TMA456039	3/22/96
Canada	SECOND HARVEST	TMA510274	3/29/99
Canada	TREE GUARD	TMA481952	9/3/97
Canada	TURF MARK	TMA0513502	7/28/99
Chile	HI-LIGHT	435267	12/6/94
Chile	HI-LIGHT	435268	12/6/84
Chile	RHIZUP	459059	3/26/96
EU	GREEN LAWNGER	725523	4/30/99

Trademark Security Agreement—First Lien

TRADEMARK
REEL: 003048 FRAME: 0438

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USA	HI-LIGHT	2661970	12/17/02
USA	LAKEPAK	2167525	6/23/98
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USA	SECOND HARVEST	1803367	11/9/93
USA	SECOND HARVESTER	2228085	3/2/99
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USA	SPRINT	1583191	2/20/90
USA	TERMITAFOAM	2424414	1/30/01
USA	THE COLOR OF INNOVATION	2564019	4/23/02
USA	TREE GUARD	2459649	6/12/01
USA	TREE TRACER	2526099	1/1/02

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USA	VIGAROOT	2343447	4/18/00
USA	VISOR	2533657	1/29/02
USA	WOOD'N COLORS	2311527	1/25/00
USA	WSP	1847165	7/26/94

Trademark Security Agreement—First Lien

RECORDED: 09/14/2004

TRADEMARK
REEL: 003048 FRAME: 0440