

Form PTO-159-4
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
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):

Aquascape Designs, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation Illinois
- Other _____

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

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address: _____

Street Address: 101 Burr Ridge Parkway

City: Burr Ridge State: IL ZIP: 60521

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Illinois
- 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 names(s) & address(s) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: March 1, 2005

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

A. Trademark Application No.(s)

See Schedule A-1, attached

B. Trademark Registration No.(s)

See Schedule A-1, attached

Additional numbers attached? Yes No

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

Name: Robert J. Schneider

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and trademarks involved:

19

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0305

(Attach duplicate copy of this page if paying by deposit account)
Attorney Docket No. 1600832

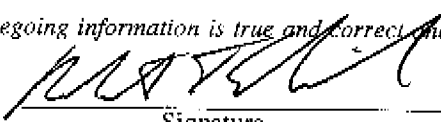
DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief the foregoing information is true and correct and any attached copy is a true copy of the original document

Robert J. Schneider

Name of Person Signing



Signature

March 1, 2005

Date

Total number of pages including cover sheet, attachments, and document: 6

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:
United States Patent and Trademark Office, Box Assignments
Washington, DC 20231

CH \$490.00 500305 7804861B

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

NAME	REGISTRATION NO.	DATE
WE'RE CHANGING THE WAY THE WORLD BUILDS PONDS	2,582,879	6/18/2002
WATER CREATIONS	2,649,074	11/12/2002
ULTRAGARD	2,912,472	12/21/2004
WATER CREATIONS & DESIGN	2,649,073	11/12/2002
NURSERY PRO	2,020,513	12/3/1996
PONDLESS	2,875,791	8/17/2004
DESIGN	1,966,415	4/9/1996
BIOFALLS	2,084,291	7/29/1997

FEDERAL TRADEMARK APPLICATIONS

NAME	REGISTRATION NO.	DATE
WETLANDS	78/048,618	2/15/2001
MICROPOND	76/561,741	11/25/2003
MICROFALLS	76/561,747	11/25/2003
MICROSKIM	76/561,600	11/24/2003
ECOSYSTEMS	76/561,606	11/24/2003
STRING ALGAE BUSTER	75/652,563	3/3/1999
PONDS FOR KIDS	76/561,848	11/24/2003
PONDEMONIUM	76/561,354	11/21/2003
POND GUY PUBLICATIONS	76/526,805	7/2/2003
NORTH AMERICAN WATER GARDEN SOCIETY	76/507,364	4/17/2003
GATOR POND	78/066,404	5/30/2001

TRADEMARK COLLATERAL AGREEMENT

This 1st day of March, 2005, AQUASCAPE DESIGNS, INC., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 1200 Nagel Boulevard, Batavia, Illinois 61510, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation with its mailing address at 101 Burr Ridge Parkway, Burr Ridge, Illinois 60521, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*").

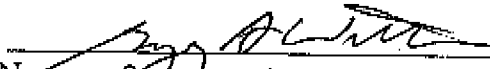
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AQUASCAPE DESIGNS, INC.

By 
Name Gregory G. Wittstock
Its President

Accepted and agreed to as of the date first written above.

HARRIS TRUST AND SAVINGS BANK

By _____
Name _____
Its _____

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AQUASCAPE DESIGNS, INC.

By _____
Name _____
Its _____

Accepted and agreed to as of the date first written above.

HARRIS TRUST AND SAVINGS BANK

By Kimberly A. Yates
Name Kimberly A. Yates
Its Vice President

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.