

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EASY GARDENER PRODUCTS, LTD.		10/20/2005	LIMITED PARTNERSHIP: TEXAS
EYAS INTERNATIONAL, INC.		10/20/2005	CORPORATION: TEXAS
EG, L.L.C.		10/20/2005	LIMITED LIABILITY COMPANY: NEVADA
E G PRODUCT MANAGEMENT, L.L.C.		10/20/2005	LIMITED LIABILITY COMPANY: TEXAS
WEATHERLY CONSUMER PRODUCTS GROUP, INC.		10/20/2005	CORPORATION: DELAWARE
WEATHERLY CONSUMER PRODUCTS, INC.		10/20/2005	CORPORATION: DELAWARE
NBU GROUP, L.L.C.		10/20/2005	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	CAPITALSOURCE FINANCE, L.L.C.
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Registration Number:	1084414	'TOMATO BOOMERS'
Registration Number:	1252606	CLOUD COVER
Registration Number:	1408576	WEEDBLOCK
Registration Number:	1445222	EASY GARDENER

900035646

TRADEMARK
REEL: 003190 FRAME: 0263

CH \$1640.00 1084414

Registration Number:	1447569	GRO-BAGS
Registration Number:	1475961	GRO COVER
Registration Number:	1557426	FABRICPEGS
Registration Number:	1664643	GRO-STAKES
Registration Number:	1671754	FAST START
Registration Number:	1675783	ROSS ROOT FEEDER
Registration Number:	1682545	ROSS
Registration Number:	1684947	ROSS
Registration Number:	1741296	ROSS
Registration Number:	1768337	IT WORKS. YOU DON'T.
Registration Number:	1769537	TREE STAKIT
Registration Number:	1802112	DEER BLOCK
Registration Number:	1804536	BIRD BLOCK
Registration Number:	1905636	POLYSPUN 350
Registration Number:	1921278	STOPS WEEDS FOR YEARS
Registration Number:	1928560	EMERALD EDGE
Registration Number:	1938066	BIO BLOCK
Registration Number:	1981079	FABRICPEGS
Registration Number:	1986161	SCATTER CAP
Registration Number:	1989049	XP-20
Registration Number:	2010199	TREE GARD
Registration Number:	2261733	JOBES
Registration Number:	2294225	EASY GARDENER
Registration Number:	2321088	JOBE'S WEED CONTROL FABRIC
Registration Number:	2334841	WEED BLOCK
Registration Number:	2356107	EASY GARDENER
Registration Number:	2359625	GREAT RESULTS. LESS WORK.
Registration Number:	2664490	WHIMSICAL ARCH
Registration Number:	2667208	COUNTRY CLASSIC BORDER
Registration Number:	2696514	WHIMSICAL LOOP
Registration Number:	2780853	VILLA GARDEN TILES
Registration Number:	2883762	JOBE'S
Registration Number:	2892032	ROMA VILLAGARDEN TILES
Registration Number:	2892282	ENGLISH STONE VILLA GARDEN TILES
Registration Number:	2892283	ENGLISH STONE FINIAL VILLA GARDEN TILES

Registration Number:	2898349	ADOBE VILLA GARDEN TILES
Registration Number:	2953484	GREEN-AGAIN
Registration Number:	2969910	JOBE'S
Serial Number:	78263421	WEEDBLOCK
Serial Number:	78282226	EASY GARDENER ROOT FEEDER
Serial Number:	78282234	EASY GARDENER POT TOP & LINER
Serial Number:	78403910	MOISTUREMULCH
Serial Number:	78403938	PRO WEEDBLOCK
Serial Number:	78430033	EASY GARDENER SUN SCREEN CANOPY
Serial Number:	78430038	EASY GARDENER NATURAL SUN SCREEEN AND FENCE
Serial Number:	78430043	EASY GARDENER NATURAL GARDEN BORDERS
Serial Number:	78430047	EASY GARDENER X-TREME DEER BARRIER
Serial Number:	78430057	EASY GARDENER PLANT PROTECTION BLANKET
Serial Number:	78430058	EASY GARDENER PLANT PROTECTOR BAGS
Serial Number:	78430066	EASY GARDENER YARD & GARDEN BAG
Serial Number:	78430067	EASY GARDENER CHRISTMAS TREE BAG
Serial Number:	78430069	EASY GARDENER CHRISTMAS TREE SAVER
Serial Number:	78430071	WEEDBLOCK DUCKBILL KNIFE
Serial Number:	78430075	WEEDBLOCK WEED & GRASS
Serial Number:	78656023	ILLUMA-EDGE
Serial Number:	78656149	THE LIGHTING LAWN EDGING
Serial Number:	78656318	ROOTBLOCK
Serial Number:	78656340	JOBE'S HYDRO-FEEDER
Serial Number:	78656371	JOBE'S DRIP FEEDER
Serial Number:	78656407	FEEDS A LITTLE EVERY DAY
Serial Number:	78656415	BIO FABRICPEGS

CORRESPONDENCE DATA

Fax Number: (617)856-8201

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (617) 856-8145

Email: IP@brownrudnick.com

Correspondent Name: Mark S. Leonardo

Address Line 1: One Financial Center

Address Line 2: Brown Rudnick Berlack Israels LLP

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	23324/42
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	11/08/2005
<p>Total Attachments: 21</p> <p>source=23324-42#page1.tif</p> <p>source=23324-42#page2.tif</p> <p>source=23324-42#page3.tif</p> <p>source=23324-42#page4.tif</p> <p>source=23324-42#page5.tif</p> <p>source=23324-42#page6.tif</p> <p>source=23324-42#page7.tif</p> <p>source=23324-42#page8.tif</p> <p>source=23324-42#page9.tif</p> <p>source=23324-42#page10.tif</p> <p>source=23324-42#page11.tif</p> <p>source=23324-42#page12.tif</p> <p>source=23324-42#page13.tif</p> <p>source=23324-42#page14.tif</p> <p>source=23324-42#page15.tif</p> <p>source=23324-42#page16.tif</p> <p>source=23324-42#page17.tif</p> <p>source=23324-42#page18.tif</p> <p>source=23324-42#page19.tif</p> <p>source=23324-42#page20.tif</p> <p>source=23324-42#page21.tif</p>	

**FIRST AMENDMENT TO ACKNOWLEDGEMENT
OF INTELLECTUAL PROPERTY COLLATERAL LIEN**

This First Amendment to Acknowledgement of Intellectual Property Collateral Lien dated and effective as of October 20, 2005 (this "**Amendment**"), is made by each of **EASY GARDENER PRODUCTS, LTD.**, a Texas limited partnership, (the "**Borrower**"), **EYAS INTERNATIONAL, INC.**, a Texas corporation, **EG, L.L.C.**, a Nevada limited liability company, **E G PRODUCT MANAGEMENT, L.L.C.**, a Texas limited liability company, **WEATHERLY CONSUMER PRODUCTS GROUP, INC.**, a Delaware corporation, **WEATHERLY CONSUMER PRODUCTS, INC.**, a Delaware corporation, and **NBU GROUP, L.L.C.**, a Texas limited liability company (each a "**Guarantor**", and collectively with the Borrower, the "**Grantors**"), in favor of **CAPITALSOURCE FINANCE, L.L.C.**, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Loan Agreement, as defined below (in such capacities, "**Secured Party**"). This Amendment amends that certain Acknowledgement of Intellectual Property Collateral Lien dated and effective as of October 29, 2003 among the Grantors thereto and Secured Party, for the benefit of the Lenders (the "**Acknowledgement**"). Capitalized terms used herein and not defined herein shall have the same meanings given to such terms in the Acknowledgement.

W I T N E S S E T H

WHEREAS, Grantors have entered into, among other documents, the Acknowledgement and that certain Term Loan and Security Agreement dated as of October 29, 2003 ("**Original Loan Agreement**") (as amended by that certain First Amendment to Term Loan and Security Agreement dated as of April 27, 2004 ("**First Amendment**"), that certain Second Amendment to Term Loan and Security Agreement and Waiver dated as of October 12, 2004 ("**Second Amendment**"), that certain Third Amendment to Term Loan and Security Agreement and Waiver dated as of the date hereof ("**Third Amendment**") and as the same may be further amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Loan Agreement**";

WHEREAS, it is a condition to the effectiveness of the Third Amendment and to the Secured Party and Lenders making any additional Loans or other financial accommodations to or for the benefit of Grantors that, among other things, Grantors execute and deliver to Secured Party this Amendment for the benefit of the Lenders;

NOW THEREFORE, in consideration of the promises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Third Amendment and to continue to make Loans to the Grantors thereunder, each Grantor hereby agrees with Secured Party, for the benefit of the Lenders, as follows:

1. Amendments to Acknowledgement.

(a) Schedule I to the Acknowledgment is hereby amended to add the Trademarks and Trademark Licenses, as applicable, set forth on Schedule A to this Amendment, which Trademarks and Trademark Licenses: (i) shall be and hereby are made Trademarks and

Trademarks Licenses, as applicable, under and pursuant to the Acknowledgement in all respects; (ii) shall be and hereby are Trademarks and Trademark Licenses referred to in the Acknowledgement; and (iii) shall constitute security for the Obligations. In connection with the foregoing, all references to Schedule I in the Acknowledgement are hereby deemed to refer to Schedule I as amended by Schedule A to this Amendment. Grantors represent and warrant to Secured Party, for the benefit of the Lenders: (A) that the Trademarks and Trademark Licenses set forth on Schedule I as amended by Schedule A to this Amendment constitute all of the Trademarks and Trademark Licenses of Grantors; and (B) that the Intellectual Property Collateral set forth on Schedule I, Schedule II and Schedule III of the Acknowledgement, as amended hereby, constitute all of the Intellectual Property Collateral that is owned by Grantors.

(b) Schedule II to the Acknowledgment is hereby amended to add the Copyrights and Copyright Licenses, as applicable, set forth on Schedule B to this Amendment, which Copyrights and Copyright Licenses: (i) shall be and hereby are made Copyrights and Copyright Licenses, as applicable, under and pursuant to the Acknowledgement in all respects; (ii) shall be and hereby are Copyrights and Copyright Licenses referred to in the Acknowledgement; and (iii) shall constitute security for the Obligations. In connection with the foregoing, all references to Schedule II in the Acknowledgement are hereby deemed to refer to Schedule II as amended by Schedule B to this Amendment. Grantors represent and warrant to Secured Party, for the benefit of the Lenders: (A) that the Copyrights and Copyright Licenses set forth on Schedule II as amended by Schedule B to this Amendment constitute all of the Copyrights and Copyright Licenses of Grantors; and (B) that the Intellectual Property Collateral set forth on Schedule I, Schedule II and Schedule III of the Acknowledgement, as amended hereby, constitute all of the Intellectual Property Collateral that is owned by Grantors.

(c) Schedule III to the Acknowledgment is hereby amended to add the Patents and Patent Applications, as applicable, set forth on Schedule C to this Amendment, which Patents and Patent Applications: (i) shall be and hereby are made Patents and Patent Applications, as applicable, under and pursuant to the Acknowledgement in all respects; (ii) shall be and hereby are Patents and Patent Applications referred to in the Acknowledgement; and (iii) shall constitute security for the Obligations. In connection with the foregoing, all references to Schedule III in the Acknowledgement are hereby deemed to refer to Schedule III as amended by Schedule C to this Amendment. Grantors represent and warrant to Secured Party, for the benefit of the Lenders: (A) that the Patents and Patent Applications set forth on Schedule III as amended by Schedule C to this Amendment constitute all of the Patents and Patent Applications of Grantors; and (B) that the Intellectual Property Collateral set forth on Schedule I, Schedule II and Schedule III of the Acknowledgement, as amended hereby, constitute all of the Intellectual Property Collateral that is owned by Grantors.

(d) A new Section 4 shall be and hereby is added to the Acknowledgement as follows:

"Section 4. New Intellectual Property. If, before the Obligations shall have been indefeasibly and irrevocably satisfied in full and the Loan Agreement shall have been terminated, any Grantor shall obtain rights to any new Intellectual Property Collateral, then the provisions of Section 2 of this Acknowledgement and Section 2.9 of the Loan Agreement shall automatically apply thereto and such

Grantor shall give to Secured Party prompt written notice thereof. In furtherance and not in limitation of Sections 2.9, 2.10, 2.11 and 6.8 of the Loan Agreement, each Grantor hereby authorizes Secured Party: (a) to modify this Acknowledgement, without the necessity of any Grantor's further approval or signature, by noting any future acquired Intellectual Property Collateral on Schedule I, Schedule II and/or Schedule III hereto, as applicable; provided, however, that the failure of Secured Party to make any such notation shall not limit or affect the obligations of such Grantor or rights of Secured Party hereunder; and (b) to take such further actions as may be necessary or appropriate to obtain and perfect the Secured Party's security interest in any such right, title or interest of such Grantor, including but not limited to recording such amended Schedule I, Schedule II and/or Schedule III, as applicable, in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, in each case without the necessity of any Grantor's further approval or signature; provided, however, that the failure of Secured Party to make any such filing shall not limit or affect the obligations of any Grantor or rights of Secured Party hereunder."

2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Secured Party in all of Grantor's right, title, and interest in, to, the Intellectual Property Collateral and under the Acknowledgement and the Loan Agreement, including, without limitation, as identified on Schedule I, Schedule II and Schedule III to the Acknowledgement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Secured Party continuing security interests in all of Grantor's right, title, and interest in, to, and under the Trademarks and Trademark Licenses identified on Schedule A attached hereto as fully as if such Trademarks and Trademark Licenses had originally been located on Schedule I (in accordance with Section 2 of the Acknowledgement as amended by this Amendment); (c) grants, assigns, transfers, and conveys to Secured Party continuing security interests in all of Grantor's right, title, and interest in, to, and under the Copyright and Copyright Licenses identified on Schedule B attached hereto as fully as if such Copyright and Copyright Licenses had originally been located on Schedule II (in accordance with Section 2 of the Acknowledgement as amended by this Amendment); (d) grants, assigns, transfers, and conveys to Secured Party continuing security interests in all of Grantor's right, title, and interest in, to, and under the Patent and Patent Applications identified on Schedule C attached hereto as fully as if such Patent and Patent Applications had originally been located on Schedule III (in accordance with Section 2 of the Acknowledgement as amended by this Amendment); (e) represents and warrants that the representations and warranties in the Acknowledgement, as amended by this Amendment, are true and correct in all respects on and as of the date hereof, as though made on such date (except to the extent that any such representations or warranties relate solely to an earlier date); and (f) agrees that the Acknowledgement, as amended hereby, is and shall remain in full force and effect.

3. Severability. The provisions of this Amendment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in

such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Amendment in any jurisdiction.

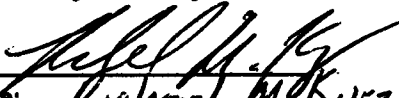
4. **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by facsimile also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment. The foregoing shall apply to each other Loan Document *mutatis mutandis*. This Amendment shall be deemed to be a Loan Document.

5. **Successors and Assigns.** This Amendment shall be binding upon the Grantor and its respective successors and assigns and shall inure to the benefit of Secured Party and its respective successors, assigns and nominees.

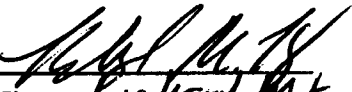
6. **THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE GRANTORS AND SECURED PARTY UNDER THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE CHOICE OF LAW PROVISIONS SET FORTH IN THE LOAN AGREEMENT AND SHALL BE SUBJECT TO THE WAIVER OF JURY TRIAL AND NOTICE PROVISIONS OF THE LOAN AGREEMENT.**

IN WITNESS WHEREOF, each Grantor has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.


EASY GARDENER PRODUCTS, LTD., a
Texas limited partnership

By: 
Name: Richard M. Kurz
Title: CEO

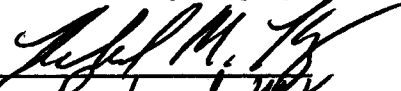
EYAS INTERNATIONAL, INC., a Texas
corporation

By: 
Name: Richard M. Kurz
Title: CEO

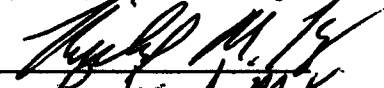
EG, L.L.C., a Nevada limited liability
company

By: 
Name: Richard M. Kurz
Title: CEO


E G PRODUCT MANAGEMENT, L.L.C.,
a Texas limited liability company

By: 
Name: Richard M. Kurz
Title: CEO

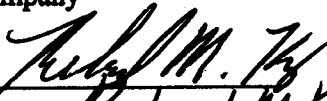
**WEATHERLY CONSUMER PRODUCTS
GROUP, INC.,** a Delaware corporation

By: 
Name: Richard M. Kurz
Title: CEO

**WEATHERLY CONSUMER
PRODUCTS, INC., a Delaware corporation**


By: 
Name: Richard M. Kurz
Title: CFO

**NBU GROUP, L.L.C., a Texas limited
liability company**

By: 
Name: Richard M. Kurz
Title: CFO

Accepted and Agreed:

CAPITALSOURCE FINANCE, L.L.C.,
as Secured Party

By: 
Name: Joseph Turitz
Title: General Counsel
Corporate Finance

SCHEDULE A
To
FIRST AMENDMENT TO ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN
TRADEMARK REGISTRATIONS

Additions To Schedule I To Acknowledgement of
Intellectual Property Collateral Lien Trademark Registrations:

<u>No.</u>	<u>Reg./App. No.</u>	<u>Trademark</u>
1	1084414	TOMATO BOOMERS & DESIGN
2	1252606	CLOUD COVER
3	1408576	WEEDBLOCK
4	1445222	EASY GARDENER& DESIGN
5	1447569	GRO-BAGS
6	1475961	GROCOVER & DESIGN
7	1557426	FABRICPEGS
8	1664643	GRO-STAKES
9	1671754	FAST START
10	1675783	ROSS ROOT FEEDER
11	1682545	ROSS
12	1684947	ROSS
13	1741296	ROSS
14	1768337	IT WORKS. YOU DON'T.
15	1769537	TREE STAKIT
16	1802112	DEER BLOCK
17	1804536	BIRD BLOCK
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21	1938066	BIO BLOCK
22	1981079	FABRICPEGS
23	1986161	SCATTER CAP
24	1989049	XP-20
25	2010199	TREE GARD
26	2261733	JOBES
27	2294225	EASY GARDENER
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29	2334841	WEED BLOCK
30	2356107	EASY GARDENER & DESIGN
31	2359625	GREAT RESULTS. LESS WORK

List continues on next page

No.	Reg./App. No.	Trademark
32	2664490	WHIMSICAL ARCH
33	2667208	COUNTRY CLASSIC BORDER
34	2696514	WHIMSICAL LOOP
35	2780853	VILLA GARDEN TILES
36	2883762	JOBE'S
37	2892032	ROMA VILLAGARDEN TILES
38	2892282	ENGLISH STONE VILLA GARDEN TILES
39	2892283	ENGLISH STONE FINIAL VILLA GARDEN TILES
40	2898349	ADOBE VILLA GARDEN TILES
41	2953484	GREEN-AGAIN
42	2969910	JOBE'S
43	78263421	WEEDBLOCK
44	78282226	EASY GARDENER ROOT FEEDER
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53	78430058	EASY GARDENER PLANT PROTECTOR BAGS
54	78430066	EASY GARDENER YARD & GARDEN BAG
55	78430067	EASY GARDENER CHRISTMAS TREE BAG
56	78430069	EASY GARDENER CHRISTMAS TREE SAVER
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58	78430075	WEEDBLOCK WEED & GRASS
59	78656023	ILLUMA-EDGE
60	78656149	THE LIGHTING LAWN EDGING
61	78656318	ROOTBLOCK
62	78656340	JOBE'S HYDRO-FEEDER
63	78656371	JOBE'S DRIP FEEDER
64	78656407	FEEDS A LITTLE EVERY DAY
65	78656415	BIO FABRICPEGS

See attached for original list of Trademark Registrations included in the October 29, 2003 Acknowledgement of Intellectual Property Collateral Lien.

SCHEDULE B
To
FIRST AMENDMENT TO ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN
COPYRIGHT REGISTRATIONS

Additions To Schedule II To Acknowledgement of
Intellectual Property Collateral Lien Copyright Registrations:

<u>Copyright</u>
TITLE: Nursery. PA 178-015 (1993)
TITLE: Chip. PA 178-016 (1993)
TITLE: Handful. PA 178-017 (1993)
TITLE: Spike. PA 178-018 (1993)

See attached for original list of Copyright Registrations included in the October 29, 2003
Acknowledgement of Intellectual Property Collateral Lien.

SCHEDULE C
To
FIRST AMENDMENT TO ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN
PATENT REGISTRATIONS

Additions To Schedule III To Acknowledgement of
Intellectual Property Collateral Lien Patent Registrations:

<u>No.</u>	<u>Patent No.</u>	<u>Title</u>
1	6,834,462	Landscape border segment for configurable landscape borders
2	6,779,297	Lawn edging strip with improved end connectors
3	6,622,426	Stackable landscape edging and methods of manufacturing and using same
4	5,456,045	Lawn edging strip
5	5,201,154	Landscape edging and methods of manufacturing and using same
6	D463,582	Landscape edging
7	D458,393	Landscape edging
8	D457,973	Landscape edging
9	D457,663	Landscape edging
10	D457,662	Landscape edging
11	D457,653	Landscape edging
12	D457,256	Landscape edging
13	D457,251	Landscape edging
14	D456,912	Landscape edging
15	D456,529	Landscape edging
16	D430,683	Lawn edging
17	D430,682	Lawn edging
18	D407,507	Landscape edging
19	D363,801	Border edge
20	D357,971	Root feeder head assembly
21	29,111,817	RPG Edging "Euro Edge Short"
22	10,897,761	Weedblock Duckbill Knife
23	29,210,787	Landscape Edging & Irrigation Device
24	D276,494	Log Edging
25	D310,421	Flat brick border

See attached for original list of Patent Registrations included in the October 29, 2003 Acknowledgement of Intellectual Property Collateral Lien.

1392761 v2 - 023324/0042

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "Acknowledgement") is dated as of October 29, 2003, by EASY GARDENER PRODUCTS, LTD., a Texas limited partnership (the "Borrower"), EYAS INTERNATIONAL, INC., a Texas corporation, EG, L.L.C., a Nevada limited liability company, E G PRODUCT MANAGEMENT, L.L.C., a Texas limited liability company, WEATHERLY CONSUMER PRODUCTS GROUP, INC., a Delaware corporation, WEATHERLY CONSUMER PRODUCTS, INC., a Delaware corporation, and NBU GROUP, LLC, a Texas limited liability company (each a "Grantor", and collectively with the Borrower, the "Grantors"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent and collateral agent under the Loan Agreement (in such capacities, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of the date hereof among Grantors, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to provide Loans to the Grantors upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their Obligations under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make Loans to the Grantors thereunder, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby reaffirms its grant to Secured Party, for itself and the

benefit of the Lenders, of a first priority security interest in the Collateral (subject to Priority Permitted Liens), and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (herein referred to as "Intellectual Property Collateral"):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

all renewals, reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Notwithstanding anything herein to the contrary, this Acknowledgement is subject to the terms and conditions of the Intercreditor Agreement in all respects. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

EASY GARDENER PRODUCTS, LTD, a Texas limited Partnership

By: **E G Product Management, L.L.C.,**
its General Partner

By: [Signature]
Name: Richard Grandy
Title: Manager

EYAS INTERNATIONAL, INC., a Texas corporation

By: [Signature]
Name: Richard Grandy
Title: President

EG, L.L.C., a Nevada limited liability company

By: [Signature]
Name: Richard Grandy
Title: Manager

E G PRODUCT MANAGEMENT, L.L.C., a Texas limited liability company

By: [Signature]
Name: Richard Grandy
Title: Manager

WEATHERLY CONSUMER PRODUCTS GROUP, INC., a Delaware corporation

By: [Signature]
Name: Richard Grandy
Title: President

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EASY GARDENER PRODUCTS, LTD
ACKNOWLEDGEMENT OF IP COLLATERAL LIEN
Signature Page 1

**WEATHERLY CONSUMER PRODUCTS, INC., a
Delaware corporation**

By: [Signature]
Name: Richard Grady
Title: President

NBU GROUP, LLC, a Texas limited liability company

By: [Signature]
Name: Richard Grady
Title: President

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**EASY GARDENER PRODUCTS, LTD.
ACKNOWLEDGEMENT OF IP COLLATERAL LIEN**
Signature Page 2

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: 
Name: Joseph Turitz
Title: Associate General Counsel

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EASY GARDENER PRODUCTS, LTD
ACKNOWLEDGEMENT OF IP COLLATERAL LIEN
Signature page 3

TRADEMARK
REEL: 003190 FRAME: 0282

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

Including Mark Reg. No. and Date

B. TRADEMARK APPLICATIONS

C. TRADEMARK LICENSES

Including Name of Agreement, Parties and Date of Agreement

SEE ATTACHED

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::ODMAVPCDOCS\ATLIB01\13657872

EASY GARDENER PRODUCTS, LTD.
ACKNOWLEDGEMENT OF IP COLLATERAL LIEN

TRADEMARK
REEL: 003190 FRAME: 0283

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

Including Copyright Reg. No. and Date

B. COPYRIGHT APPLICATIONS

C. COPYRIGHT LICENSES

Including Name of Agreement, Parties and Date of Agreement

NONE

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EASY GARDENER PRODUCTS, LTD
ACKNOWLEDGEMENT OF IP COLLATERAL LIEN

TRADEMARK
REEL: 003190 FRAME: 0284

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENT

Including Patent Reg. No. and Date

B. PATENT APPLICATIONS

C. PATENT LICENSES

Including Name of Agreement, Parties and Date of Agreement

SEE ATTACHED

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EASY GARDENER PRODUCTS, LTD.
ACKNOWLEDGEMENT OF IP COLLATERAL LIEN

TRADEMARK
REEL: 003190 FRAME: 0285

Trademark / Patent Status

Easy Gardener, Inc.

Registration Mark	1st Use	Registration Number	Serial Number	Filing Date	Issued	Section 8 Renewed	Section 15 Acknowledged	Next Action
Trademarks - USA						6 Years unless noted otherwise		
Ampet	28/1993	1,841,457	74-341876	12/21/92	6/21/94	1/19/2000	1/19/2000	1/19/2005
Ampet Bioflush	2/21/1993	1,870,742	74-341718	12/21/92	12/27/94	8/30/2000	8/30/2000	8/30/2005
Amurf	7/1/83	1,452,412	73-604876	6/18/86	8/1/87	7/8/1993	7/8/1993	
Amurf & Eagle Design	10/1/1996	2,145,480	75-183170	10/1/96	3/1/98			3/1/2003
Amurf Lawn Patch	8/15/1998	2,308,303	75-382436	10/31/97	1/18/00			1/18/05 & 1/18/10
BioBlock	3/1/1993	1,938,068	74-539577	6/20/94	11/28/95	12/1/1998	12/1/1998	12/1/2003
BirdBlock	7/1/1992	1,804,536	74-329534	11/6/92	11/16/93	12/1/1998	12/1/1998	12/1/2003
Born to Be Wild	12/1/1998	2,261,719	75-487594	5/19/96	7/1/98			7/1/2004
CloudCover	10/3/1991	1,252,806	73-387855	8/2/82	10/4/83	1/30/2003	1/30/2003	1/30/2007
Country Classic Border	12/27/2001	2,667,208	76-283337	8/2/01	12/24/02			12/24/2007
Daisy Patch	1/1/1997	2,120,538	75-116057	6/7/86	12/8/87			5/5/2003
DeerBlock	8/1/1992	1,802,112	74-329825	11/9/92	11/2/93	8/1/1998	8/1/1998	8/1/2004
Dog Patch	1/1/1996	2,269,486	75-257455	3/14/97	8/10/99			11/23/2004
Easy Gardener (Repellents)	2/1/98	2,294,225	75-507138	6/23/98	11/23/99			
Easy Gardener & Design (new)	8/1/83	1,445,222	73-576724	1/8/86	6/30/87	3/8/1993	3/8/1993	8/8/2005
Easy Gardener & Design	8/1/98	2,356,107	75-515511	7/8/98	6/8/00			11/24/2006
Emerald Edge	2/1/94	1,928,560	74-430983	8/31/83	10/17/85	11/24/2001	11/24/2001	10/1/2004
Erosion Patch	12/1/90	1,833,987	74-415471	7/21/93	5/3/94	10/1/1999	10/1/1999	9/8/2006
FabricPegs (Prin. Reg.)	7/1/1988	1,981,079	74-898434	6/22/95	8/18/96	9/8/2001	9/8/2001	9/8/2006
FabricPegs (Supp. Reg.)	8/1/1988	1,557,428	73-763890	11/15/88	9/18/89	9/8/2001	9/8/2001	7/24/2011
FastStart	8/1/90	1,671,754	74-137842	2/1/91	1/14/92	7/24/2001	7/24/2001	8/21/2006
FlexiTrim	01/19/00	2,479,878	78-103154	8/3/00	08/21/01			6/20/05 & 6/20/10
"Great Results, Less Work"	8/1/86	2,359,625	75-610362	12/22/88	6/20/00			4/28/03 to DP for renewal
Green Again	8/30/1976	2,015,572	75-028508	12/6/85	11/12/86			2/19/1993
Gro-Bags	Dec-85	1,447,569	73-631381	11/20/86	7/14/87	2/19/1993	2/19/1993	2/19/2003
GroCover & Design	3/6/1987	1,475,961	73-855219	4/14/87	2/8/88	4/6/1994	4/6/1994	7/25/2001
Gro-Stakes (b.i.)	10/1/81	1,664,643	74-079864	7/19/90	11/19/91	7/25/2001	7/25/2001	11/4/1998
Herb Patch	10/15/95	1,705,938	74-116875	11/20/90	8/4/92	11/4/1998	11/4/1998	11/1/2002
It Works, You Don't (b.i.)	7/23/1992	1,768,337	74-243947	2/7/92	5/4/93	11/1/2002	11/1/2002	10/12/2004
Jobe's (old design)	12/1/1972	0,982,195	72-452789	3/28/73	4/18/74	10/12/1994	10/12/1994	7/13/2004
Jobe's (new design)	11/1/87	2,261,733	75-878388	8/1/87	7/13/88			2/22/2006
Jobe's Weed Control Fabric	8/1/88	2,321,086	75-610380	12/22/88	2/22/90			5/20/2003
Kids Patch	12/31/85	2,063,862	74-675508	5/15/85	5/20/87			9/27/2003
Kids Flower Patch	12/30/86	2,063,620	75-050585	1/30/86	9/2/87			4/21/2003
Kitty Soft	11/1/87	2,153,029	75-141249	7/28/88	4/21/88			3/11/2002
Landscape Solutions	12/30/85	2,044,327	74-588735	10/21/84	3/11/87	7/28/1998	7/28/1998	4/20/2003
MicroPore	12/1/1982	1,766,881	74-192574	8/6/91	4/20/93			5/5/2003
Morning Glory Patch	1/1/1997	2,155,512	75-127359	6/7/96	5/5/98			6/1/2004
Mother Earth Premium Flower Collection	12/1/1998	2,250,586	75-431387	2/9/96	6/1/99			4/6/2007
Polyspun 350	3/1/1998	1,905,636	74-448123	10/15/93	7/18/95	4/6/2001	4/6/2001	
Poppy Patch	1/1/1997	2,120,568	75-127364	6/7/86	12/8/87			
Pro WeedBlock	1/1/1994	Not registered but can use @ because of WeedBlock per Dan Pleitz						
Ross	12/21/1946	1,884,947	74-079932	7/19/80	5/5/82	12/8/2002	12/8/2002	1/28/2012
Ross (b.i.)	03/01/74	1,741,286	74-215825	10/25/81	12/22/82	11/1/2002	11/1/2002	11/1/2012
Ross (leaf design in "O" of Ross)	7/23/1990	1,882,545	74-107615	10/22/80	4/10/92	9/1/2001	9/1/2001	9/1/2011
Ross Root Feeder	12/21/1946	1,875,783	74-079974	7/19/80	2/18/82	7/25/2001	7/25/2001	7/25/2011
Scatter Cap (b.i.)	11/1/84	1,986,161	74-546230	7/8/84	7/8/86	8/30/2001	8/30/2001	6/30/2007
Stops Weeds for Years	8/1/1993	1,921,278	74-639576	6/20/94	9/18/95	7/28/2001	7/28/2001	7/28/2007

Trademark / Patent Status[illegible]