

MRD 6/9/06 REC T



103230025

To the Director of the U. S. Patent and Trademark Office, _____, or the new address(es) below.

1. Name of conveying party(ies):

Loveland Products, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Colorado
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 1, 2006

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation, as Agent

Internal

Address: _____

Street Address: 201 Merritt 7

City: Norwalk

State: Connecticut

Country: USA Zip: 06856

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Continuation of Item 4 attached hereto.

B. Trademark Registration No.(s)

See Continuation of Item 4 attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins

Suite 5800 Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago

State: IL Zip: 60606

Phone Number: 312/876-7628

Fax Number: 312/993-9767

Email Address: linda.kastner@lw.com

6. Total number of applications and registrations involved:

46

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Linda R. Kastner
Signature

June 8, 2006

Date

06/13/2006 DBYRNE 00000106 3036302

40.00 DP
1125.00 DP
120.00 DP
Linda R. Kastner
Type of Person Signing

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

9

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CONTINUATION OF ITEM 4

Registered U.S. Trademarks:

3,036,302
3,004,810

Trademark Applications in the U.S.:

78/525,671
78/564,346
78/520,223
78/524,218
78/557,159
78/728,279
78/710,027
78/808,580
78/728,245
78/718,689
78/728,235
78/790,669
78/675,143
78/728,229
78/732,579
78/728,250
78/788,651
78/795,619
78/795,626
78/763,645
78/732,572
78/728,260
78/718,672
78/718,682
78/582,932
78/763,661
78/815,559
78/728,242
78/728,254
78/719,047
78/763,648
78/745,050
78/719,945
78/728,192
78/728,290

78/728,283
78/710,025
78/544,163
78/732,587
78/719,045
78/763,653
78/719,944
78/681,577
78/822,432

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "Supplement") made as of June 1, 2006 by LOVELAND PRODUCTS, INC., a Colorado corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement dated as of November 24, 2003 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement," which was recorded by Agent on December 3, 2003 at Reel 2758 Frame 0708 in the United States Patent and Trademark Office; capitalized terms used herein without definitions shall have the meanings ascribed to such terms in the Trademark Security Agreement); and

WHEREAS, Grantor has acquired certain new Trademarks (as defined in the Trademark Security Agreement), and Grantor and Agent have agreed to supplement Schedule I to Trademark Security Agreement to include such new Trademarks.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor and Agent agree as follows:

1. Supplement. The parties hereto agree that the Trademark Security Agreement is hereby supplemented and amended by adding to Schedule I to the Trademark Security Agreement the Trademarks listed on Schedule I hereto. The parties hereto acknowledge and agree that nothing contained in this Supplement shall be deemed to release or otherwise affect any of the Trademarks described on Schedule I to the Trademark Security Agreement as in effect immediately prior to the date of this Supplement.
2. Severability. The provisions of this Supplement 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 Supplement in any jurisdiction.
3. Binding Effect; Benefits. This Supplement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.
4. Governing Law. This Supplement shall be governed by and construed in accordance with the laws of the State of New York and applicable federal law.
5. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

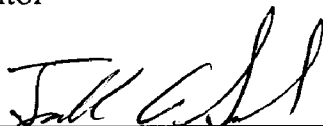
6. Ratification. Each of Grantor and Agent hereby acknowledges and agrees that except as expressly amended herein, all of those terms and provisions of the Trademark Security Agreement in effect immediately prior to the date of this Supplement are hereby ratified and confirmed in all respects and shall remain in full force and effect.

7. Counterparts. This Supplement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement as of the date first written above.

LOVELAND PRODUCTS, INC., as
Grantor

By: 
Name: Todd Suko
Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: Its Duly Authorized Signatory

[Signature Page to Supplement to Trademark Security Agreement]


IN WITNESS WHEREOF, Grantor has duly executed this Supplement as of the date first written above.

LOVELAND PRODUCTS, INC., as
Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By:  _____
Name: KEN A BROWN
Title: Its Duly Authorized Signatory

[Signature Page to Supplement to Trademark Security Agreement]

SCHEDULE I
TO
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered U.S. Trademarks:

ATTACH	3,036,302	12/27/2005
RIFLE and Design	3,004,810	10/4/2005

Trademark Applications in the U.S.:

AGRISCRPTION	78/525,671	12/2/2004
AQUAMARK	78/564,346	2/10/2005
DYNABOX	78/520,223	11/19/2004
REIGN	78/524,218	11/30/2004
WARM UP	78/557,159	1/31/2005
ALPHANOVA	78/728,279	10/6/2005
BIOSTAR	78/710,027	9/9/2005
BONES	78/808,580	2/7/2006
C-ALPHA	78/728,245	10/6/2005
CLEAN AMINE	78/718,689	9/22/2005
EPSILON	78/728,235	10/6/2005
FERION	78/790,669	1/12/2006
FOLIAR FEED II	78/675,143	7/21/2005
HADAR	78/728,229	10/6/2005
IZAR	78/732,579	10/13/2005
K-ALPHA	78/728,250	10/6/2005
LOVELAND PRODUCTS SIGNATURE	78/788,651	1/10/2006
LOVELAND PRODUCTS, INC. SIGNATURE	78/795,619	1/20/2006
LPI SIGNATURE	78/795,626	1/20/2006
MOB	78/763,645	11/30/2005
NAOS	78/732,572	10/13/2005
NEBULA	78/728,260	10/6/2005
POST-GAME	78/718,672	9/22/2005
PRE-GAME	78/718,682	9/22/2005
PRODIACADE ¹	78/582,932	3/8/2005
RADIATE	78/763,661	11/30/2005
RECTIFY	78/815,559	2/15/2006
REGULAS	78/728,242	10/6/2005
RIGEL	78/728,254	10/6/2005
RIZZASTAR	78/719,047	9/23/2005
SHOCK	78/763,648	11/30/2005
SIGNATURE and Design	78/745,050	11/2/2005
SILSTAR	78/719,945	9/24/2005
SIRIUS	78/728,192	10/6/2005
SPICA	78/728,290	10/6/2005

¹ Suspended pending disposition of PROCADE (No. 78560617) owned by Syngenta.

STARLINE	78/728,283	10/6/2005
STARPHITE	78/710,025	9/9/2005
STEALTH	78/544,163	1/7/2005
SUBRA	78/732,587	10/13/2005
THUNDERSTORM	78/719,045	9/23/2005
VALIDATE	78/763,653	11/30/2005
VERDISTAR	78/719,944	9/24/2005
WHITEOUT	78/681,577	7/29/2005
WIDOW	78/822,432	2/24/2006
DYNA-YIELD		Proposed

Trademark Applications in Canada:

CHOICE WATER CONDITIONING AGENT and Design	1257698	5/13/05
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