

08-02-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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103285316

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

7.27.06

1. Name of conveying party(ies):

Wachovia Bank, National Association

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

Citizenship (see guidelines) N.C. main office

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Lebanon Seaboard Corporation

Internal

Address: _____

Street Address: 1600 E. Cumberland Street

City: Lebanon

State: PA

Country: USA Zip: 17042-0180

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Pennsylvania
- Other _____ Citizenship _____

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)

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

Execution Date(s) July 24, 2006

- Assignment
- Security Agreement
- Other Termination of Security Interest and Assignment
- Merger
- Change of Name

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

- A. Trademark Application No.(s)
- 1. 78-221322 (March 4, 2003)
 - 2. 76-492320 (February 25, 2003)
 - 3. 76-513179 (May 9, 2003)

- B. Trademark Registration No.(s)
- See Schedule "A" 1(b)

Additional sheet(s) attached? Yes No

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

N/A

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

Name: Aaron D. Hollis, Esquire

Internal Address: Blakinger, Byler

& Thomas, P.C.

Street Address: 28 Penn Square

City: Lancaster

State: PA Zip: 17603

Phone Number: (717) 299-1100

Fax Number: (717) 299-9529

Email Address: adh@bbt-law.com

6. Total number of applications and registrations involved:

100

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 2,500.00

- 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:

July 24, 2006

Aaron D. Hollis, Esquire Signature

Date

01 FC:8521

02 FC:8522

Name Aaron D. Hollis Signing

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

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

SCHEDULE A
TO THE
TERMINATION OF SECURITY INTEREST AND ASSIGNMENT

1
2
3
4
5 1. United States Registered Assets.

6 (a) United States Registered Patents.
7

<u>Patent</u>	<u>Patent Number</u>	<u>Filing Date</u>
METHOD OF COATING MATERIALS AND MATERIALS FORMED THEREBY	6515177	July 2, 2001
HOMOGENEOUS GRANULES OF SLOW-RELEASE FERTILIZER AND METHOD OF MAKING THE SAME	6464746	July 24, 1998
METHOD OF COATING MATERIALS AND MATERIALS FORMED THEREBY	6432156	November 17, 2000

8 (b) United States Registered Trademarks.
9

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
TURF QUEEN	819681	December 6, 1966
TIMSTAN	1304022	November 6, 1984
NATIONAL BEAUTIFICATION	861208	December 3, 1968
MEADOW VIEW	1308254	December 4, 1984
LONG LIFE	1540749	May 23, 1989
KENTUCKY GREEN	780058	November 10, 1964
HIGHLAND GREEN	852968	July 23, 1968
FALL-TILIZER	1290617	August 21, 1984
DAY BREAK	1409738	September 16, 1986
CALVERT PARK	998031	November 12, 1974
AMERIGROW	1604225	July 3, 1990
COMPOSITE TECHNOLOGY	2508603	November 20, 2001
COUNTRY CLUB	325381	June 18, 1935
COUNTRY SQUIRE	827082	April 11, 1967

Lebanon Seaboard Corporation
Page 6 of 10

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CRABICIDE GREEN	963326	July 10, 1973
ESCOTE	1604214	July 3, 1990
GLORION	596976	October 19, 1954
GLORION	2254896	June 22, 1999
GREEN GOLD	1322802	March 5, 1985
GREEN POWER	830469	June 20, 1967
GREEN START	1246138	July 26, 1983
GREENPRO PROFESSIONAL LAWN SERVICE PRODUCTS	1341838	June 18, 1985
GREENPRO	1343697	June 25, 1985
GREENSKEEPER	2064333	May 27, 1997
GREENVIEW	1048760	September 28, 1976
HOMESTEAD	1456086	September 8, 1987
HOMESTEAD H	1286646	July 24, 1984
IBDU/SCU	1239009	May 24, 1983
IBDU	961242	June 19, 1973
IMPERIAL	45652	August 22, 1905
ISO PRO	2375981	August 8, 2000
ISOTEK31	2116869	November 25, 1997
LEBANON	1107644	December 5, 1978
MESA	2569049	May 14, 2002
NX-PRO	1886498	March 8, 1995
PAR-EX	684618	September 8, 1959
PERK STRESS RELIEF	2538623	February 12, 2002
PERKUP	2532194	January 22, 2002
PERK	2071127	June 17, 1997
PREEN 'N GREEN	1475555	February 8, 1988
PRO-GRADE	2093354	September 2, 1997
PROSCAPE	2336728	March 28, 2000
QUICK GREEN	1305588	November 20, 1984
ROSE-MATE	1093026	June 13, 1978

Lebanon Seaboard Corporation
Page 7 of 10

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
SHRUB-MATE	1094133	June 27, 1978
SPRING TONIC	1065069	May 10, 1977
STRESS RELIEF	2566000	April 30, 2002
THE PROBLEM SOLVERS	2316971	February 8, 2000
TREBL	877266	September 23, 1969
TURF MASTER	1181721	December 15, 1981
TURF MASTER	2377667	August 15, 2000
UNI-FORM	2177448	July 28, 1998
WINTER GREEN	909930	March 16, 1971
WOODSCAPE	1932758	November 7, 1995
YARD-WIDE GUARANTEE	1625478	December 4, 1990
METH-EX	2116909	November 25, 1997
MOISTURE CELL TECHNOLOGY	2798764	December 23, 2003
PENNMULCH SEED ACCELERATOR	2792466	December 9, 2003
WOODACE	1269536	March 13, 1984
BUG OUT	828097	May 2, 1967
CRABICIDE	828095	May 2, 1967
EXPEL	950195	January 9, 1973
GREENPRO PROFESSIONAL LAWN SERVICE PRODUCTS	1397359	June 17, 1986
GREENPRO	1438889	May 12, 1987
HOMESTEAD	1456079	September 8, 1987
PREEN	828096	May 2, 1967
[YELLOW AND RED CONTAINER AND CAP]	2048547	April 1, 1997
DROP-SPRED	1350321	July 23, 1985
JET-SPRED	768162	April 14, 1964
SHOW 'N TELL	864209	January 28, 1969
ALL-GREEN	983036	April 30, 1974
AMERICAN LANDSCAPER	1344903	June 25, 1985
COUNTRY CLUB	1968270	April 16, 1996

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
DELAWARE VALLEY	1354551	August 13, 1985
DROUGHT MASTER	2042239	March 4, 1997
EMERGE	2422623	January 23, 2001
ESTATE MIXTURE	1482611	March 29, 1988
GLEN GREEN	819680	December 6, 1966
GREEN GOLD	2083813	July 29, 1997
GREENVIEW	1366950	October 22, 1985
HOME BEAUTY	819679	December 6, 1966
KENTUCKY ROYALE	1560074	October 10, 1989
LYRIC BRAND	190726	October 21, 1924
LYRIC DELITE	2714345	May 6, 2003
LYRIC SUPREME	2463595	June 26, 2001
PENNMULCH	1982914	June 25, 1996
PROSCAPE	2228686	March 2, 1999
QUICK GREEN	847517	April 16, 1968
SOCIETY HILL	773775	July 21, 1964
SONG 'N BEAUTY	852870	July 16, 1968
TRI-FESCUE MIXTURE	1423478	December 30, 1986
TRI-RYE MIXTURE	1428898	February 10, 1987
TRIFECTA	1492504	June 14, 1988
TURFMASTER	2086338	August 5, 1997
WINNING COLORS	2493567	September 25, 2001
WONDER GRO	397101	August 18, 1942
EXPO	2893908	October 12, 2004

1

2 (c) United States Trademark Applications.

3

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
GREENVIEW SOIL IMPROVER	78-221322	March 4, 2003
GREENVIEW CERTIFIED	76-492320	February 25, 2003
TRI-RYE	76-513179	May 9, 2003

2 2. Foreign Registered Assets.

3 (a) Foreign Registered Trademarks.

4

<u>Mark/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
COUNTRY CLUB (Japan)	4656577	May 3, 2002
PAR EX (Argentina)	1579622	October 20, 1995
PAR EX (Australia)	A526467	N/A
PAR EX (European Community)	510669	September 28, 2000
PAR EX (Japan)	4728758	November 21, 2003
PAR EX (Mexico)	481790	December 7, 1994
PAR EX (Puerto Rico)	30842	June 25, 1996
WOODACE (Mexico)	800437	June 9, 2003

5

6 (b) Foreign Trademark Applications.

7

<u>Mark/Jurisdiction</u>	<u>Serial Number</u>	<u>Filing Date</u>
ISOTEK (Japan)	2002-048353	June 11, 2002
LEBANON & LOGO (Japan)	2002-048352	June 11, 2002

8

1 TERMINATION OF SECURITY INTEREST AND ASSIGNMENT

2
3 THIS TERMINATION OF SECURITY INTEREST AND ASSIGNMENT
4 (“Termination and Assignment”) is made as of the 22nd day of June, 2006 by WACHOVIA
5 BANK, NATIONAL ASSOCIATION, a national banking association (“Agent”), in favor of
6 LEBANON SEABOARD CORPORATION, a Pennsylvania corporation formerly known as
7 “Lebanon Chemical Corporation” (“Company”).
8

9 BACKGROUND

10
11 A. Pursuant to the provisions of a Loan and Security Agreement dated as of April 1,
12 2004 (as amended, the “Credit Agreement”) among Company, those certain financial institutions
13 identified as Lenders thereunder (collectively, the “Lenders”) and Agent, acting as agent for the
14 benefit of the Lenders, Company, among other things, granted Agent a lien on, and security
15 interest in, substantially all of Company’s assets as collateral security for Company’s obligations
16 under the Credit Agreement.
17

18 B. In connection with the transactions contemplated by the Credit Agreement, Company
19 and Agent entered into a Patents, Trademarks, Copyrights and Licenses Security Agreement
20 dated as of April 1, 2004 (the “Security Agreement”) further evidencing Agent’s lien on, and
21 security interest in, certain of Company’s intellectual property assets more-fully described
22 therein (including, without limitation, the patents, patent applications, trademarks and trademark
23 applications identified on Schedule “A” attached hereto), which Security Agreement was
24 recorded on behalf of Agent in the United States Patent and Trademark Office (the “USPTO”).
25 Capitalized terms used in this Termination and Assignment which are not otherwise defined
26 herein shall have the respective meanings given to such terms in the Security Agreement.
27

28 C. Company has repaid or otherwise satisfied all of its obligations to Agent and the
29 Lenders under the Credit Agreement in full, and Company has requested that Agent, and Agent
30 has agreed to, execute and deliver this Termination and Assignment to Company in order to
31 further evidence (1) the termination of Agent’s lien on, and security interest in, all of the Assets
32 and (2) the assignment by Agent of all of its right, title and interest in, to and under all of the
33 Assets to Company.
34

35 NOW, THEREFORE, Agent, for good and valuable consideration, the receipt and
36 sufficiency of which are hereby acknowledged, and intending to be legally bound hereby,
37 covenants and agrees as follows:
38

39 1. Incorporation of Background. The Background provisions set forth above (including,
40 without limitation, all defined terms set forth therein) are hereby incorporated herein by
41 reference and made a part of this Termination and Assignment as if set forth in their entirety in
42 this Section 1.
43

44 2. Termination of Lien and Security Interest and Assignment of Rights. The liens and
45 security interests granted by Company to Agent pursuant to the Credit Agreement and the
46 Security Agreement in and to all of the Assets (and all of Company’s rights with respect thereto)

Lebanon Seaboard Corporation
Page 3 of 10

1 are hereby terminated, and Agent hereby assigns, transfers, conveys and releases and sets over
2 unto Company, without recourse, Agent's entire right, title and interest in, to and under all of the
3 Assets, together with all rights appurtenant thereto (including the right to sue for past, present
4 and future infringements, and the proceeds thereof and the applications and registrations with
5 respect thereto).
6

7 3. Recording Authorization. Company is authorized to record this Termination and
8 Assignment with the USPTO and any other governmental authority in any jurisdiction that
9 Company, in its discretion, deems necessary or appropriate.
10

11 4. Further Actions. From time to time after the date hereof Agent shall, at Company's
12 expense, promptly take such actions and execute and deliver such documents and instruments as
13 Company or its counsel may reasonably request in order to (a) evidence the termination of
14 Agent's liens and security interests with respect to the Assets and (b) perfect and record
15 Company's ownership rights in the Assets.
16

17 5. Successors, etc. This Termination and Assignment and all of the terms, covenants and
18 provisions hereof shall inure to the benefit of Company and its successors and assigns and shall
19 be binding upon Agent and its successors and assigns.
20

21 IN WITNESS WHEREOF, Agent has executed this Termination and Assignment as of
22 the date first set forth above.
23
24

25 WACHOVIA BANK, NATIONAL ASSOCIATION
26

27 By Margaret A. Byrne
28 Name: Margaret A. Byrne
29 Title: Director
30

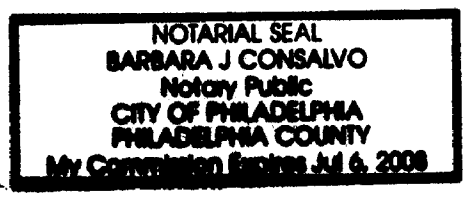
Lebanon Seaboard Corporation
Page 4 of 10

2 COMMONWEALTH OF PENNSYLVANIA :
3 :
4 COUNTY OF Philadelphia :SS.
5 :
6

7 On this, the 7th day of June, 2006, before me, the undersigned officer, a Notary
8 Public, personally appeared Margaret A. Byrne, who acknowledged
9 himself/herself to be the Director of WACHOVIA BANK, NATIONAL
10 ASSOCIATION, a national banking association, and that he/she as such officer, being authorized to
11 do so, executed the foregoing Termination of Security Interest and Assignment for the purposes
12 therein contained by signing the name of the association by himself/herself as such officer.
13

14 IN WITNESS WHEREOF, I hereunto set my hand and official seal.
15

16 Barbara J. Consalvo
17 Notary Public
18
19



Lebanon Seaboard Corporation
Page 5 of 10