

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aquascape Designs, Inc.		03/30/2007	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	Harris N.A., as Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2582879	WE'RE CHANGING THE WAY THE WORLD BUILDS PONDS!
Registration Number:	2649074	WATER CREATIONS
Registration Number:	2912472	ULTRAGARD
Registration Number:	2649073	WATER CREATIONS
Registration Number:	2020513	NURSERY PRO
Registration Number:	2875791	PONDLESS
Registration Number:	1966415	
Registration Number:	2084291	BIOFALLS
Serial Number:	78048618	WETLANDS
Serial Number:	76561741	MICROPOND
Serial Number:	76561747	MICROFALLS
Serial Number:	76561600	MICROSKIM
Serial Number:	76561606	ECOSYSTEMS
Serial Number:	75652563	STRING ALGAE BUSTER

CH \$490.00 2582879

Serial Number:	76561848	PONDS FOR KIDS
Serial Number:	76561354	PONDEMONIUM
Serial Number:	76526805	POND GUY PUBLICATIONS
Serial Number:	76507364	NORTH AMERICAN WATER GARDEN SOCIETY
Serial Number:	78066404	GATOR POND

CORRESPONDENCE DATA

Fax Number: (312)803-5299

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

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1600832
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	04/04/2007

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 30 day of March, 2007, AQUASCAPE DESIGNS, INC., an Illinois corporation (“*Debtor*”) with its principal place of business and mailing address at 901 Aqualand Way, St. Charles, Illinois 60174, 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 N.A., a national banking association (“*Harris*”) with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (Harris acting as such administrative agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as “*Agent*”), a lien on, and 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 Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement dated as of the date hereof between the Debtor and the Agent, as the same has been or may be amended, modified, supplemented or restated from time to time (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 the Agent 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 the Agent 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 the Agent 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 *Jack Luedtke*
Name JACK LUEDTKE
Its Ex VP. JGM

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

HARRIS N.A., as agent

By *Cheryl Wittert*
Name Cheryl Wittert
Its Senior Vice President

**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

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

TRADEMARK LICENSES

None.