

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
Terra-Mulch Projects, LLC		05/17/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, Chicago Branch, as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2878938	TERRA-BLEND
Registration Number:	3079318	HYDRO-BLANKET
Registration Number:	1772465	FUTERRA
Registration Number:	2985922	MULCH PRO
Registration Number:	1772464	ROLL-LAWN
Registration Number:	2694601	SOIL COVER BY TERRA-MULCH
Registration Number:	0972706	HYDRO MULCH
Registration Number:	2300113	HYDRO- SPRAY
Registration Number:	2268870	TERRA MULCH
Registration Number:	2189875	SEED AIDE
Registration Number:	1772468	ROLL LAWN
Registration Number:	1743935	FUTERRA
Registration Number:	2268869	TERRA-MULCH

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Registration Number:	2878939	TERRA-WOOD
Registration Number:	2319737	SEED PROTECTOR
Registration Number:	2240174	ENVIROBLEND

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:	1509405
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	05/21/2007

Total Attachments: 5
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TRADEMARK COLLATERAL AGREEMENT

This 17th day of May, 2007, Terra-Mulch Projects, LLC, a Delaware limited liability company ("*Debtor*"), with its principal place of business and mailing address at 750 Lake Cook Road, Buffalo Grove, IL 60089, 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 Bank of Montreal ("*BMO*"), with its mailing address at 111 West Monroe Street, Chicago, IL 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A 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) 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, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, 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 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 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 Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Signature Page Follows]

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

TERRA-MULCH PRODUCTS, LLC

By Stephen Ade
Name Stephen Ade
Title VP-Finance

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, Chicago Branch, as
Administrative Agent

By _____
Name _____
Title _____

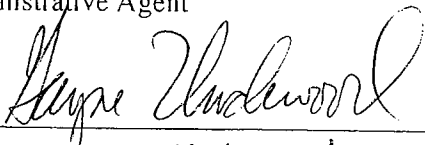
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

TERRA-MULCH PRODUCTS, LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, Chicago Branch, as
Administrative Agent

By  _____
Name **Gayne Underwood**
Title **Vice President**

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

FEDERAL TRADEMARK APPLICATIONS

MARK	APPLICATION/ REG. NO.	APPLICATION/ REG. DATE	STATUS
Terra-Blend	2878938	08/31/04	Registered
Hydro-Blanket	3079318	04/11/06	Registered
Futerra	1772465	05/18/93	Registered
Mulch Pro	2985922	08/16/05	Registered
Roll-Lawn	1772464	05/18/93	Registered
Soil Cover by Terra- Mulch	2694601	03/11/03	Registered
Hydro Mulch	0972706	11/13/73	Registered
Hydro-Spray	2300113	12/14/99	Registered
Terra Mulch	2268870	08/10/99	Registered
Seed Aide	2189875	09/15/98	Registered
Roll Lawn	1772468	05/18/93	Registered
Futerra	1743935	12/29/92	Registered
Terra-Mulch	2268869	08/10/99	Registered
Terra-Wood	2878939	08/31/04	Registered
Seed Protector	2319737	02/15/00	Registered
Enviroblend	2240174	04/20/99	Registered