

Form PTO-159-4 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Profile Products LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other Delaware Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
**Bank of Montreal, Chicago Branch, as
Name: Administrative Agent**

Internal Address: _____
 Street Address: 111 West Monroe Street
 City: Chicago State: IL ZIP: 60603

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation State _____
 Other Chartered Bank of Canada

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 17, 2007

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)
 Additional name(s) & address(s) attached? Yes No

4. Application number(s) or trademark number(s):
 A. Trademark Application No.(s)
See Schedule A, attached

B. Trademark Registration No (s)
See Schedule A, attached

Additional numbers attached? Yes No

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

Name: Robert J. Schneider
 Internal Address: Chapman and Cutler LLP

 Street Address: 111 West Monroe Street

 City: Chicago State IL ZIP: 60603

6. Total number of applications and trademarks involved: 37

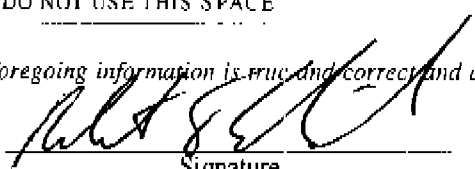
7. Total fee (37 CFR 3.41) \$ 940.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0305
 (Attach duplicate copy of this page if paying by deposit account)
 Attorney Docket No. 15094)5

DO NOT USE THIS SPACE

9. Statement and signature:
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert J. Schneider  May 29, 2007
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:
 United States Patent and Trademark Office, Box Assignments
 Washington, DC 20231

CHI \$940.00 600306 77063097

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARK	APPLICATION/ REG. NO.	APPLICATION/ REG. DATE	STATUS
PROPLUS & design	2,915,905	01/04/05	registered
Netless	3,015,961	03/03/05	registered
Moundmaster	2,150,081	03/18/96	registered
Cat Neat	1,135,248	04/07/78	registered
Turface	2,303,752	12/28/99	registered
Zorb-All	0687368	02/27/59	registered
Flexterra FGM	3086437	04/25/06	registered
Game Saver	2255712	06/22/99	registered
Turface Professional Mound Clay	2197477	05/08/97	registered
Jet-Spray	2570078	05/14/02	registered
Tacking Agent 3	2570077	05/14/02	registered
Carbooster	1500076	08/16/88	registered
Turface	0696610	04/26/60	registered
Turface All Sport	2406862	11/21/00	registered
Turface Quick Dry	2257249	06/29/99	registered
Double Fresh	1656980	04/09/90	registered
Flexterra	3165631	10/31/06	registered
Turface MVP	2230966	03/09/99	registered
Thermally Refined	2993423	09/06/05	registered
Profield	2288806	10/26/99	registered
Actizorb	1798470	10/12/93	registered
Sylgard	0698368	05/31/60	registered
Con-Tack	1709067	8/12/92	registered
Pro League	2449549	5/8/01	registered
Sport Design	1742589	12/29/92	registered
Terra-Tubes	3169453	11/7/06	registered

PENDING FEDERAL TRADEMARK REGISTRATIONS

Terra-Matrix	78/711767	9/13/05	pending
Keeps America Playing	77,053,097	11/29/06	pending
Profile	77,038,527	11/07/06	pending
Profile	77,038,157	11/07/06	pending

Greenarmor System	77,003,437	09/20/06	pending
Terra-Matrix	78,711,767	09/13/05	pending
Cocoflex	77062464	12/12/06	pending
Green Design Engineering	78956764	08/21/06	pending
Blockit	78876823	05/04/06	pending
Field & Fairway	78775883	12/19/05	pending
Supergro	78789392	01/11/06	pending

TRADEMARK COLLATERAL AGREEMENT

This 17th day of May, 2007, Profile Products 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.

PROFILE 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 _____

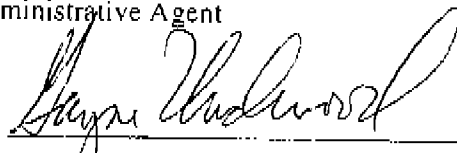
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

PROFILE 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 _____
Title **Gayne Underwood**
Vice President