

**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
Becker-Underwood, Inc.		01/20/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Antares Capital Corporation, as Collateral Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 60**

Property Type	Number	Word Mark
Registration Number:	2453638	ADMIRAL
Registration Number:	2873931	ALWAYS THINKING AHEAD
Registration Number:	1507739	BAS-OIL
Registration Number:	2390972	BECKER UNDERWOOD
Registration Number:	2215885	BIOGAIN
Registration Number:	2030102	CANTEEN
Registration Number:	3554004	CUSHIONFALL
Registration Number:	2039732	DIRECTION
Registration Number:	2867262	DRY-COAT
Registration Number:	2219995	GIN MARK
Registration Number:	2270364	GREEN LAWNGER
Registration Number:	2617626	GREENGRAPHICS
Registration Number:	2661970	HI- LIGHT
Registration Number:	2167525	LAKEPAK

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Registration Number:	2142443	LINEMAN
Registration Number:	1549711	MULCH MAGIC
Registration Number:	2813264	N-RICH
Registration Number:	2818222	PROMAX
Registration Number:	2371456	REFLECTION
Registration Number:	2284861	RHIZANOVA
Registration Number:	1790009	RHIZO-STICK
Registration Number:	2302010	ROCK MAGIC
Registration Number:	2484798	SAHARA
Registration Number:	1803367	SECOND HARVEST
Registration Number:	2228085	SECOND HARVESTER
Registration Number:	2842388	SELECT
Registration Number:	0833167	SEQUESTRENE
Registration Number:	1583191	SPRINT
Registration Number:	2424414	TERMITAFOAM
Registration Number:	2459649	TREE GUARD
Registration Number:	1485008	TURF MARK
Registration Number:	2862216	URBANA SOY-STERILE
Registration Number:	2343447	VIGAROOT
Registration Number:	2533657	VISOR
Registration Number:	2311527	WOOD 'N COLORS
Registration Number:	1847165	WSP
Registration Number:	1463196	SEPIRET
Registration Number:	3022132	BIOSTACKED
Registration Number:	3009180	BIOSTACKED STACKING YOUR YIELDS.
Registration Number:	2897554	DISCREET
Registration Number:	3016363	VAULT
Registration Number:	3599653	BIONEM
Registration Number:	3677515	SALIBRE
Registration Number:	3243886	DORMAL
Registration Number:	3207933	RHIZO-FLO
Registration Number:	3337169	COLORBIOTICS
Registration Number:	3681122	IMPACT
Registration Number:	3342019	STARBURST
Registration Number:	3706229	TIME FLOW H2O

Registration Number:	3255393	MICRO-COAT
Registration Number:	3285703	NOD+
Registration Number:	3205232	BIORHIZ
Registration Number:	3141575	FLO RITE
Registration Number:	3044109	LOCK OUT
Registration Number:	2338402	SUB-SAHARA
Registration Number:	2332670	SUB-SAHARA
Registration Number:	2564019	THE COLOR OF INNOVATION
Registration Number:	2295594	SEEDKARE
Registration Number:	2063799	MILLENIUM
Registration Number:	1485906	BIO-VECTOR

**CORRESPONDENCE DATA**

Fax Number: (312)577-8816  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312.577.8034  
Email: oscar.ruiz@kattenlaw.com  
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman  
Address Line 1: 525 West Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-62
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	02/10/2010

**Total Attachments: 7**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 20, 2010, is between **BECKER-UNDERWOOD, INC.** a Delaware corporation (the "**Grantor**") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation ("**Antares**"), as Collateral Agent (in such capacity, the "**Grantee**") for the benefit of Secured Parties (as such terms are defined in the Credit Agreement described below).

### RECITALS

**A.** Grantor owns the Intellectual Property Applications and Intellectual Property Registrations with respect to Trademarks owned by Grantor listed on Schedule A annexed hereto;

**B.** Reference is made to that certain Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among Grantor, Antares, as Collateral Agent and Agent and individually as a Lender, and the other Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by Antares and the other Lenders; and

**C.** Pursuant to the terms of that certain Security Agreement dated as of August 31, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"; capitalized terms used but not defined herein have the meanings given such terms in the Security Agreement) between Grantor and Antares, as Collateral Agent, Grantor has granted to Grantee for the benefit of Grantee and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the Liabilities (as defined in the Security Agreement).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration, and Trademark application owned by Grantor, including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations (together with any reissues, continuations or extensions thereof) relating to Trademarks and referred to in Schedule A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

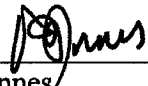
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations relating to Trademarks and referred to in Schedule A annexed hereto, all Intellectual Property Registrations issued with respect to Intellectual Property Applications referred to in Schedule A and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**BECKER-UNDERWOOD, INC.**, a  
Delaware corporation

By:   
Name: Peter Innes  
Title: Chief Executive Officer

**Schedule A**

**U.S. Trademark Registrations**

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Becker-Underwood, Inc.	ADMIRAL	2453638	5/22/01
Becker-Underwood, Inc.	ALWAYS THINKING AHEAD	2873931	8/17/2004
Becker-Underwood, Inc.	BAS-OIL	1507739	10/11/88
Becker-Underwood, Inc.	BECKER UNDERWOOD	2390972	10/03/00
Becker-Underwood, Inc.	BIOGAIN	2215885	1/5/99
Becker-Underwood, Inc.	CANTEEN	2030102	1/14/97
Becker-Underwood, Inc.	CUSHIONFALL	3554004	12/30/08
Becker-Underwood, Inc.	DIRECTION	2039732	2/25/97
Becker-Underwood, Inc.	DRY-COAT	2867262	7/27/04
Becker-Underwood, Inc.	GIN MARK	2219995	1/26/99
Becker-Underwood, Inc.	GREEN LAWNGER	2270364	8/17/99
Becker-Underwood, Inc.	GREENGRAPHICS	2617626	9/10/02
Becker-Underwood, Inc.	HI-LIGHT	2661970	12/17/02
Becker-Underwood, Inc.	LAKEPAK	2167525	6/23/98
Becker-Underwood, Inc.	LINEMAN	2142443	3/10/98
Becker-Underwood, Inc.	MULCH MAGIC	1549711	8/1/99
Becker-Underwood, Inc.	N-RICH	2813264	2/10/04
Becker-Underwood, Inc.	PROMAX	2818222	2/24/04
Becker-Underwood, Inc.	REFLECTION	2371456	7/25/00
Becker-Underwood, Inc.	RHIZANOVA	2284861	10/12/99
Becker-Underwood, Inc.	RHIZO-STICK	1790009	8/31/93
Becker-Underwood, Inc.	ROCK MAGIC	2302010	12/21/99
Becker-Underwood, Inc.	SAHARA	2484798	9/4/01
Becker-Underwood, Inc.	SECOND HARVEST	1803367	11/9/93
Becker-Underwood, Inc.	SECOND HARVESTER	2228085	3/2/99
Becker-Underwood, Inc.	SELECT	2842388	5/18/04
Becker-Underwood, Inc.	SEQUESTRENE	833167	8/8/67
Becker-Underwood, Inc.	SPRINT	1583191	2/20/90
Becker-Underwood, Inc.	TERMITAFOAM	2424414	1/30/01
Becker-Underwood, Inc.	TREE GUARD	2459649	6/12/01
Becker-Underwood, Inc.	TURF MARK	1485008	4/19/88
Becker-Underwood, Inc.	URBANA SOY- STERILE	2862216	7/13/04
Becker-Underwood, Inc.	VIGAROOT	2343447	4/18/00
Becker-Underwood, Inc.	VISOR	2533657	1/29/02
Becker-Underwood, Inc.	WOOD'N COLORS	2311527	1/25/00

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Becker-Underwood, Inc.	WSP	1847165	7/26/94
Becker-Underwood, Inc.	SEPIRET	1463196	11/3/1987
Becker-Underwood, Inc.	BIOSTACKED	3022132	11/29/05
Becker-Underwood, Inc.	BIOSTACKED STACKING YOUR YIELDS & Design	3009180	10/25/05
Becker-Underwood, Inc.	DISCREET	2897554	10/26/04
Becker-Underwood, Inc.	VAULT	3016363	11/15/05
Becker-Underwood, Inc.	BIONEM	3599653	3/31/09
Becker-Underwood, Inc.	SALIBRE	3677515	9/1/09
Becker-Underwood, Inc.	DORMAL	3243886	5/22/07
Becker-Underwood, Inc.	RHIZO-FLO	3207933	2/13/07
Becker-Underwood, Inc.	COLORBIOTICS	3337169	11/13/07
Becker-Underwood, Inc.	IMPACT	3681122	9/8/09
Becker-Underwood, Inc.	STARBURST	3342019	11/2/07
Becker-Underwood, Inc.	TIME FLOW H2O	3706229	11/03/09
Becker-Underwood, Inc.	MICRO-COAT	3255393	6/26/07
Becker-Underwood, Inc.	NOD+	3285703	8/28/07
Becker-Underwood, Inc.	BIORHIZ	3205232	2/6/07
Becker-Underwood, Inc.	FLO RITE	3141575	9/12/06
Becker-Underwood, Inc.	LOCK OUT	3044109	1/17/06
Becker-Underwood, Inc.	SUB-SAHARA	2338402	4/4/00
Becker-Underwood, Inc.	SUB-SAHARA	2332670	3/21/00
Becker-Underwood, Inc.	THE COLOR OF INNOVATION	2564019	4/23/02
Becker-Underwood, Inc.	SEEDKARE	2295594	11/30/99
Becker-Underwood, Inc.	MILLENIUM	2063799	5/20/97
Becker-Underwood, Inc.	BIO-VECTOR	1485906	4/26/88

**U.S. Trademark Applications**

<u>HOLDER</u>	<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Becker-Underwood, Inc.	INFUSION	PENDING ITU	6/21/06

**Foreign Trademark Registrations**

<u>HOLDER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
Becker-Underwood, Inc.	Argentina	BIOSTACKED STACKING YOUR YIELDS & Design	2066671	2/14/06
Becker-Underwood, Inc.	Argentina	RHIZUP	1617160	9/26/96



<u>HOLDER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
Becker-Underwood, Inc.	Australia	BIOGAIN	750502	12/8/97
Becker-Underwood, Inc.	Australia	GREEN LAWNGER	837486	6/1/00
Becker-Underwood, Inc.	Australia	LAKEPAK	750503	12/8/97
Becker-Underwood, Inc.	Australia	SPRINT	837274	5/31/00
Becker-Underwood, Inc.	Australia	TURF MARK	837485	6/1/00
Becker-Underwood, Inc.	Australia	COLORBIOTICS	1131423	1/15/07
Becker-Underwood, Inc.	Brazil	GREEN LAWNGER	817629548	2/12/97
Becker-Underwood, Inc.	Canada	DORMAL	TMA208117	7/11/90
Becker-Underwood, Inc.	Canada	GREEN LAWNGER	TMA527443	5/9/00
Becker-Underwood, Inc.	Canada	MULCH MAGIC	TMA512483	6/1/99
Becker-Underwood, Inc.	Canada	COLORBIOTICS	739251	5/1/09
Becker-Underwood, Inc.	Canada	RHIZO-FLO	TMA707121	2/12/08
Becker-Underwood, Inc.	Canada	RHIZUP	TMA449923	11/10/95
Becker-Underwood, Inc.	Canada	RHIZUP & Design	TMA456039	3/22/96
Becker-Underwood, Inc.	Canada	SECOND HARVEST	TMA510274	3/29/99
Becker-Underwood, Inc.	Canada	TREE GUARD	TMA481952	9/3/97
Becker-Underwood, Inc.	Canada	TURF MARK	TMA0513502	7/28/99
Becker-Underwood, Inc.	Canada	BIOSTACKED	TMA713864	5/8/08
Becker-Underwood, Inc.	Canada	PRECOAT	TMA686399	4/20/07
Becker-Underwood, Inc.	EU	GREEN LAWNGER	725523	1/15/98
Becker-Underwood, Inc.	EU	MULCH MAGIC	002961407	2/3/04
Becker-Underwood, Inc.	EU	SECOND HARVEST	702548	6/22/99
Becker-Underwood, Inc.	EU	COLORBIOTICS	5471669	10/11/07
Becker-Underwood, Inc.	EU	RHIZUP	5646062	1/18/08
Becker-Underwood, Inc.	New Zealand	SECOND HARVEST	267318	9/23/96
Becker-Underwood, Inc.	Ukraine	HISTICK	105904	4/27/09
Becker-Underwood, Inc.	Argentina	HICOAT	1727873	3/29/99
Becker-Underwood, Inc.	Australia	BIOSTACKED STACKING YOUR YIELDS & Design	1006611	6/15/2004

**Foreign Trademark Applications**

<u>HOLDER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>
Becker-Underwood, Inc.	Brazil	BIOSTACKED STACKING YOUR YIELDS & Design	PENDING 826712029	

Schedule A-4