

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
Profile Products LLC		09/27/2010	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: 19			
Property Type	Number	Word Mark	
Registration Number:	3536404	AQUAGEL	
Registration Number:	3588575	AQUA-PHIX	
Registration Number:	3683811	BIOPRIME	
Registration Number:	3525197	ENVIRONET	
Registration Number:	3460925	FGM	
Registration Number:	3536402	FIBERBOND ULTRA	
Registration Number:	3536403	FIBERLOCK	
Registration Number:	3656524	FIBERMAX	
Registration Number:	3460948	FLEXIBLE GROWTH MEDIUM	
Registration Number:	3536405	FLOCLOC	
Registration Number:	3549527	GREENARMOR	
Registration Number:	3655452	GREENS GRADE FORTIFIED RZ	
Serial Number:	77964469	HP-FGM	
Serial Number:	85049306	PRO LEAGUE HERITAGE RED	

CH \$490.00 3536404

Registration Number:	3662429	PROFESSIONAL MOUND CLAY
Registration Number:	3371911	QUICK DRY
Registration Number:	3539785	SLIKCOLOR
Serial Number:	77774710	SODIUM-PHIX
Registration Number:	3536401	TACKDOWN

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:	09/29/2010

Total Attachments: 3
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TRADEMARK COLLATERAL AGREEMENT

This 27th day of September, 2010, 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*"), a Canadian chartered bank acting through its Chicago branch, 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 Amended and Restated 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 Secured Obligations of Debtor and/or its affiliates as set out in that certain Amended and Restated Security Agreement dated as of May 17, 2007 between Debtor, such affiliates and Agent, as the same 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 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 Secured 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-CFO

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

BANK OF MONTREAL, Chicago Branch, as Administrative Agent

By William Thomson
Name William Thomson
Title Sr VP

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
PROFILE PRODUCTS LLC - U.S. MARKS**

Trademark	Country	Application / Reg. No.	Application / Reg. Date	Status
AQUAGEL	United States of America	3536404	11/25/08	Registered
AQUA-PHIX	United States of America	3588575	03/10/09	Registered
BIOPRIME	United States of America	3683811	09/15/09	Registered
ENVIRONET	United States of America	3525197	10/28/08	Registered
FGM	United States of America	3460925	07/08/08	Registered
FIBERBOND ULTRA	United States of America	3536402	11/25/08	Registered
FIBERLOCK	United States of America	3536403	11/25/08	Registered
FIBERMAX	United States of America	3656524	07/21/09	Registered
FLEXIBLE GROWTH MEDIUM	United States of America	3460948	07/08/08	Registered
FLOCLOC	United States of America	3536405	11/25/08	Registered
GREENARMOR	United States of America	3549527	12/23/08	Registered
GREENS GRADE FORTIFIED RZ	United States of America	3655452	07/14/09	Registered
HP-FGM	United States of America	77/964469	03/22/10	Pending
PRO LEAGUE HERITAGE RED	United States of America	85/049306	05/27/10	Pending
PROFESSIONAL MOUND CLAY	United States of America	3662429	08/04/09	Registered
QUICK DRY	United States of America	3371911	01/22/08	Registered
SLIKCOLOR	United States of America	3539785	12/02/08	Registered
SODIUM-PHIX	United States of America	77/774710	07/06/09	Published
TACKDOWN	United States of America	3536401	11/25/08	Registered