

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|----------|----------------|-------------------------------------|
| Terra-Mulch 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: 20

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------|
| Serial Number: | 77863851 | BIOCOVER |
| Registration Number: | 3792263 | CONWED FIBERS |
| Registration Number: | 3158735 | |
| Registration Number: | 2174165 | ECOAEGIS |
| Registration Number: | 3535453 | ECOBLEND |
| Serial Number: | 77859180 | ECOCOVER |
| Registration Number: | 1678739 | ECOFIBRE |
| Registration Number: | 3158431 | ECOFLEX |
| Registration Number: | 3216991 | ECOMATRIX |
| Serial Number: | 77731660 | ECOMULCH |
| Registration Number: | 3799000 | ENVIROBLEND |
| Registration Number: | 3339440 | FLEXIBLE CONTROL MEDIUM |
| Serial Number: | 77529121 | H.A.V.A.S. |
| Registration Number: | 3513777 | HYDROCOVER |

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| Registration Number: | 3723483 | SEED AIDE AERO |
| Registration Number: | 3708449 | SLIKSHOT |
| Registration Number: | 3733570 | SOIL COVER |
| Serial Number: | 77466560 | TERRA-FLAGE |
| Registration Number: | 3673790 | TERRA-SHIELD |
| Registration Number: | 3738089 | TRIFLO |

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

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|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 1509405 |
| NAME OF SUBMITTER: | Richard Kalwa |
| Signature: | /richard kalwa/ |
| Date: | 09/29/2010 |

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 27th day of September 2010, Terra-Mulch 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.

TERRA-MULCH 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 Thonson
Name William Thonson
Title Sr VP

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

| Trademark | Country | Application / Reg. No. | Application / Reg. Date | Status |
|----------------------------|-----------------------------|-----------------------------------|------------------------------------|---------------|
| BIOCOVER | United States of America | 77/863851 | 11/03/09 | Pending |
| CONWED FIBERS | United States of America | 3792263 | 05/25/10 | Registered |
| DIAMOND DESIGN | United States of America | 3158735 | 10/17/06 | Registered |
| ECOAEGIS | United States of America | 2174165 | 07/21/98 | Registered |
| ECOBLEND | United States of America | 3535453 | 11/18/08 | Registered |
| ECOCOVER | United States of America | 77/859180 | 10/28/09 | Pending |
| ECOFIBRE | United States of America | 1678739 | 03/10/92 | Registered |
| ECOFLEX | United States of America | 3158431 | 10/17/06 | Registered |
| ECOMATRIX | United States of America | 3216991 | 03/13/07 | Registered |
| ECOMULCH | United States of America | 77/731660 | 05/07/09 | Published |
| ENVIROBLEND | United States of America | 3799000 | 06/08/10 | Registered |
| FLEXIBLE CONTROL MEDIUM | United States of America | 3339440 | 11/20/07 | Registered |
| H.A.V.A.S. | United States of America | 77/529121 | 07/23/08 | Published |
| HYDROCOVER | United States of America | 3513777 | 10/07/08 | Registered |
| SEED AIDE AERO | United States of America | 3723483 | 12/08/09 | Registered |
| SLIKSHOT | United States of America | 3708449 | 11/10/09 | Registered |
| SOIL COVER | United States of America | 3733570 | 01/05/10 | Registered |
| TERRA-FLAGE | United States of America | 77/466560 | 05/06/08 | Published |
| TERRA-SHIELD | United States of America | 3673790 | 08/25/09 | Registered |
| TRIFLO | United States of America | 3738089 | 01/12/10 | Registered |