

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The LETCO Group, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank		
<b>Street Address:</b>	38 Fountain Square Plaza		
<b>Internal Address:</b>	MD 109047		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	Banking corporation: OHIO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3591203		
<b>Registration Number:</b>	3649033	HOUSTON MULCH	
<b>Registration Number:</b>	3586968	EARTH'S FINEST	
<b>Serial Number:</b>	77541687	LIVING EARTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)258-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-258-5724		
<b>Email:</b>	cbollinger@schiffhardin.com		
<b>Correspondent Name:</b>	Chris L. Bollinger		
<b>Address Line 1:</b>	P.O. Box 06079		
<b>Address Line 2:</b>	Schiff Hardin LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0079		
<b>ATTORNEY DOCKET NUMBER:</b>	27662-0074		

**CH \$1115.00 3591203**

**900197171**

**TRADEMARK**  
**REEL: 004584 FRAME: 0235**

NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	07/15/2011
<b>Total Attachments: 5</b> source=7-15 - Letco Sec Int Sub#page1.tif source=7-15 - Letco Sec Int Sub#page2.tif source=7-15 - Letco Sec Int Sub#page3.tif source=7-15 - Letco Sec Int Sub#page4.tif source=7-15 - Letco Sec Int Sub#page5.tif	

**TRADEMARK SECURITY AGREEMENT**  
(Senior Subordinated Loan)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2011, is made by **The LETCO Group, LLC**, a Delaware limited liability company (the "Company"), in favor of **Fifth Third Bank**, an Ohio banking corporation (the "Bank").

**RECITALS**

WHEREAS, the Company, Letco Corporation, a Delaware corporation (the "Parent"; the Company and the Parent are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), and the Bank are parties to a Senior Subordinated Loan and Security Agreement dated as of June 30, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Bank has agreed to a term loan to the Company;

WHEREAS, the Obligors and the Bank are parties to a Patent, Copyright, License and Trademark Security Agreement dated as of June 30, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Loan Agreement and the Security Agreement, the Company has granted to the Bank a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, all renewals thereof, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company, and the goodwill of the Company's business connected with and symbolized thereby, to secure the payment and performance in full of all amounts owing by the Company under the Loan Agreement and the other Financing Agreements (as defined in the Loan Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, the Company hereby grants to the Bank a security interest in all of the Company's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, and all renewals thereof, together with the goodwill of the Company's business connected with and symbolized thereby;
- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, whether the Company is a licensor or licensee under any such license agreements, and, subject to the terms of such

licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and

- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

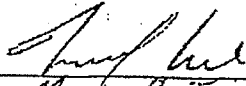
provided, however, that there shall be excluded from the foregoing grant of security interest all Excluded Property (as such term is defined in the Loan Agreement).

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and the Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Loan Agreement or the Security Agreement, the Loan Agreement or the Security Agreement, respectively, will govern. Each of the Company and the Bank hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**THE LETCO GROUP, LLC**

By:   
Name: Mark Rose  
Title: PRESIDENT

Acknowledged and agreed to:

**FIFTH THIRD BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Senior Subordinated Loan)

EXECUTION COPY

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**THE LETCO GROUP, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and agreed to:

**FIFTH THIRD BANK**

By: David Gardner  
Name: David Gardner  
Title: OFFICER

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
[Design Only]	U.S.	77583026 Oct. 1, 2008	3591203 March 17, 2009	The LETCO Group, LLC
Houston Mulch	U.S.	77564386 Sept. 8, 2008	3649033 June 30, 2009	The LETCO Group, LLC
Earth's Finest	U.S.	77541693 Aug. 7, 2008	3586968 March 10, 2009	The LETCO Group, LLC
Living Earth	U.S.	77541687 Aug. 7, 2008	N/A	The LETCO Group, LLC

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