

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
Coastal Supply Co., Inc.		08/19/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BMO Harris Bank N. A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2989555	NATURE'S PRIDE
Registration Number:	3001446	NATURE'S PRIDE
Registration Number:	2994856	GARDEN PRO
Registration Number:	1786370	GARDEN PRO
Registration Number:	3083653	COLOURSCAPES
Registration Number:	2944791	ICBIN
Registration Number:	2330480	SOIL KING
Registration Number:	1988377	PRO PATCH
Registration Number:	1911655	FANTASY SAND
Serial Number:	85372123	BANFE

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430

900200204

**TRADEMARK
 REEL: 004608 FRAME: 0416**

CH \$265.00 2989555

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:	1965938
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	08/19/2011

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 19th day of August, 2011, Coastal Supply Co., Inc., a Delaware corporation (“*Debtor*”) with its principal place of business and mailing address at 1977 Bay Road, Milford, Delaware 19963, 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 BMO Harris Bank N.A., a national banking association (“*BMO Harris*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 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 Harris acting as such administrative agent and any successor(s) or assign(s) to BMO Harris 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 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*”).

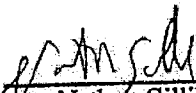
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a 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 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.


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

COASTAL SUPPLY CO., INC.

By 
Name Nathan Gilliland
Title Executive Vice President

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

BMO HARRIS BANK N.A.

By 
Name C. Scott Place
Title Director

Signature Page to Trademark Collateral Agreement

TRADEMARK
REEL: 004608 FRAME: 0420

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
NATURE'S PRIDE	2,989,555	8/30/2005
NATURE'S PRIDE	3,001,446	9/27/2005
GARDEN PRO	2,994,856	9/13/2005
GARDEN PRO	1,786,370	8/10/1993
COLOURSCAPES	3,083,653	4/18/2006
ICBIN	2,944,791	4/26/2005
SOIL KING	2,330,480	3/21/2000
PRO PATCH	1,988,377	7/23/1996
FANTASY SAND	1,911,655	8/15/1995

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
BANFE	85,372,123	7/15/2011