

**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>
Becker-Underwood, Inc.		12/16/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital Corporation, as Collateral Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1719252	HISTICK	
Registration Number:	3271606	INTEGRAL	
Registration Number:	2433826	MICROFIX	
Registration Number:	2348926	NEMASYS	
Registration Number:	2492954	NEMATAC	
Registration Number:	2464473	NODULATOR	
Registration Number:	2354447	SUBTILEX	
Registration Number:	3965694	CUSHIONFALL	
Registration Number:	3967621	POLY TREE	
Registration Number:	1649867	SELFSTIK	
Serial Number:	85262858	COLORBIOTICS	
Serial Number:	85134862	CUSHIONFALL	
Serial Number:	85133950	CUSHIONFALL SPORT	
Serial Number:	78913067	INFUSION	

CH \$365.00 1719252

**CORRESPONDENCE DATA**

Fax Number: (312)902-1061  
*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:	08/26/2011

**Total Attachments: 10**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 16, 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; and

B. Reference is made to that certain Second 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

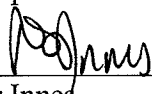
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Intellectual Property Applications and Intellectual 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**

**Trademark Applications / Trademark Registrations**

**U.S. Trademark Registrations**

<u>HOLDER</u>	<u>MARK</u>	<u>GRANT NUMBER</u>	<u>GRANT DATE</u>
Becker Underwood Ltd	HISTICK	1719252	09/22/92
Becker Underwood Ltd	INTEGRAL	3271606	07/31/07
Becker Underwood Ltd	MICROFIX	2433826	03/06/01
Becker Underwood Ltd	NEMASYS	2348926	05/09/00
Becker Underwood Ltd	NEMATAC	2492954	09/25/01
Becker Underwood Ltd	NODULATOR	2464473	06/26/01
Becker Underwood Ltd	SUBTILEX	2354447	06/06/00
Becker-Underwood, Inc.	CUSHIONFALL	3965694	05/24/11
Becker-Underwood, Inc.	POLY TREE	3967621	05/24/11
Becker-Underwood, Inc.	SELFSTIK	1649867	07/09/91

**U.S. Trademark Applications**

<u>HOLDER</u>	<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Becker-Underwood, Inc.	COLORBIOTICS	PENDING ITU 85262858	03/09/11
Becker- Underwood Pty Limited (Australia)	WETTASOIL	PENDING ITU 78/455,708	7/23/04
Becker-Underwood, Inc.	CUSHIONFALL	PENDING 85134862	9/21/10
Becker-Underwood, Inc.	CUSHIONFALL SPORT	PENDING ITU 85134823	9/21/10
Becker-Underwood, Inc.	CUSHIONFALL SPORT	PENDING 85133950	9/20/10
Becker-Underwood, Inc.	CUSHIONFALL SPORT	PENDING ITU 85133995	9/20/10
Becker-Underwood, Inc.	TRUE COAT	PUBLISHED (PENDING) ITU 77864991	11/4/09
Becker-Underwood, Inc.	INFUSION	78913067	06/21/06

**Foreign Trademark Registrations**

<u>HOLDER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>GRANT NUMBER</u>	<u>GRANT DATE</u>
BCP	South Africa	BBPLUS	2001/15877	09/06/01
BCP	South Africa	GREEN MUSCLE	1997/19759	11/20/97
BCP	South Africa	BBWEEVIL	2002/08140	06/07/02
BCP	South Africa	device	2002/08141	06/07/02
BCP	South Africa	TRICHOPLUS	2002/08469	06/13/02
Becker Underwood Canada Ltd	Canada	BIO RHIZ	TMA475973	05/09/97
Becker Underwood Canada Ltd	Canada	NODULATOR	TMA554628	11/29/01
Becker Underwood Canada Ltd.	Canada	MICROFIX	TMA475972	05/09/97
Becker Underwood Canada Ltd.	Canada	SELFSTIK	TMA381302	03/08/91
Becker Underwood Chile Limited	Chile	ALWAYS THINKING AHEAD	727770, xxxxxx, 727771, 727772, 727773, 727774, 727781	06/17/05
Becker Underwood Chile Limited	Chile	BECKER UNDERWOOD	727766, 729623, 730621, 727767, 727768, 727769, 727780	06/17/05 07/21/05 08/08/05 06/17/05 06/17/05 06/17/05 06/17/05
Becker Underwood Chile Limited	Chile	BOROFIX	727775, 727776	06/17/05
Becker Underwood Chile Limited	Chile	CABFIX	727777, 727778	06/17/05
Becker Underwood Chile Limited	Chile	CHIPS MAGIC	727779	06/17/05
Becker Underwood Chile Limited	Chile	COMOFIX	727779	12/12/05
Becker Underwood Chile Limited	Chile	COMPLEFIX	742040 742043	12/12/05
Becker Underwood Chile Limited	Chile	CROP MIGRATE	737971	11/04/05
Becker Underwood Chile Limited	Chile	DORMAL	737955	11/04/05
Becker Underwood Chile Limited	Chile	DORMAL PLUS	737956	11/04/05

Trademark Security Agreement— Second A&R

<u>HOLDER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>GRANT NUMBER</u>	<u>GRANT DATE</u>
Becker Underwood Chile Limited	Chile	GREEN LIGHT	742041 742032	09/20/06
Becker Underwood Chile Limited	Chile	LACTOSILO	740985	11/30/05
Becker Underwood Chile Limited	Chile	MANGFIX	727959 727960	06/21/05
Becker Underwood Chile Limited	Chile	NEMALUG	760312	06/15/06
Becker Underwood Chile Limited	Chile	NEMASYS	754294	03/23/06
Becker Underwood Chile Limited	Chile	NEMATAC	756975	04/25/06
Becker Underwood Chile Limited	Chile	NEUTRAFIX	727961	06/21/05
Becker Underwood Chile Limited	Chile	NEUTRALIZE	742021	12/12/05
Becker Underwood Chile Limited	Chile	SPRAY TRACER	727964	06/21/05
Becker Underwood Chile Limited	Chile	SPRINT	727962	06/21/05
Becker Underwood Chile Limited	Chile	TERMITAFORM	727963	06/21/05
Becker Underwood Chile Limited	Chile	ZINCOFIX	727958 742023	06/21/05 12/12/05
Becker Underwood Chile Limited	Chile	ZUREFIX	727956 727957	06/21/05
Becker Underwood Ltd	Argentina	HISTICK	1594918	03/27/96
Becker Underwood Ltd	Australia	NEMASYS	1193198	08/01/08
Becker Underwood Ltd	Benelux	NEMASYS	500018	06/27/91
Becker Underwood Ltd	Benelux	VAMINOC	516109	06/30/92
Becker Underwood Ltd	Bolivia	HISTICK	70075	01/19/99
Becker Underwood Ltd	Brazil	HICOAT	820604305	11/14/00
Becker Underwood Ltd	Canada	HICOAT	394936	02/28/92
Becker Underwood Ltd	Canada	HISTICK	TMA365423	02/16/90
Becker Underwood Ltd	Canada	INTEGRAL		08/06/08
Becker Underwood Ltd	Canada	MICROBIO	TMA515652	08/27/99
Becker Underwood Ltd	Canada	NEMASYS	503271	10/29/98
Becker Underwood Ltd	Canada	NEMATAC	509996	03/25/99
Becker Underwood Ltd	Denmark	NEMASYS	VR199203272	04/24/92
Becker Underwood Ltd	Denmark	VAMINOC	VR199302312	03/19/93
Becker Underwood Ltd	EU	BIOSLUG	331876	08/03/99
Becker Underwood Ltd	EU	INTEGRAL	1383355	08/30/01
Becker Underwood Ltd	EU	NEMASLUG	331835	08/31/98

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<u>HOLDER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>GRANT NUMBER</u>	<u>GRANT DATE</u>
Becker Underwood Ltd	EU	NEMASYS	3227463	09/16/04
Becker Underwood Ltd	EU	PREVADE	142412	07/05/03
Becker Underwood Ltd	EU	REJEX-IT	2769875	12/04/03
Becker Underwood Ltd	EU	VAMINOC	1307818	10/24/00
Becker Underwood Ltd	France	NEMASYS	1678370	07/11/91
Becker Underwood Ltd	France	VAMINOC	92424403	06/26/92
Becker Underwood Ltd	Germany	NEMASYS	2015390	06/26/91
Becker Underwood Ltd	Germany	VAMINOC	2031664	03/04/93
Becker Underwood Ltd	Italy	NEMASYS	613143	07/03/91
Becker Underwood Ltd	Japan	NEMASLUG	4220725	12/11/98
Becker Underwood Ltd	Japan	NEMASYS	4272309	05/14/99
Becker Underwood Ltd	Mexico	HISTICK	503446	01/03/94
Becker Underwood Ltd	New Zealand	NEMASYS	773989	02/21/08
Becker Underwood Ltd	Spain	NEMASYS	2005/01359	07/01/91
Becker Underwood Ltd	Sweden	NEMASYS	236080	06/05/92
Becker Underwood Ltd	UK	MICROBIO	1563119	02/22/94
Becker Underwood Ltd	UK	MICROBIO'	B1563118	02/22/94
Becker Underwood Ltd	UK	MYCOMIX	2001039	11/09/94
Becker Underwood Ltd	UK	NEMASYS	1306581	11/14/98
Becker Underwood Ltd	UK	VAMINOC	1480228	10/22/91
Becker Underwood Pty Ltd	Australia	MAC	1230481	03/19/08
Becker Underwood Pty Ltd	Australia	MAC TailPaints	1230490	03/19/08
Becker Underwood Pty Ltd	Australia	MAC Vet Lube	1230517	03/19/08
Becker Underwood Pty Ltd	New Zealand	APIDEE	825129	12/02/2010
Becker Underwood Pty Ltd	New Zealand	MAC	786169	11/13/08
Becker Underwood Pty Ltd	New Zealand	MAC TailPaints	786172	03/19/08
Becker Underwood Pty Ltd	New Zealand	MAC Vet Lube	786173	03/19/08
Becker-Underwood, Inc.	Argentina	BIOSTACKED	2070342	03/03/06
Becker-Underwood, Inc.	Argentina	BIOSTACKED STACKING YOUR YIELDS & DESIGN	2066671	02/14/06
Becker-Underwood, Inc.	Argentina	HICOAT	1727873	03/29/99
Becker-Underwood, Inc.	Argentina	RHIZUP	1617160	09/26/96
Becker-Underwood, Inc.	Australia	BIOGAIN	750502	12/08/97
Becker-Underwood, Inc.	Australia	BIOSTACKED	1012260	07/22/04

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<u>HOLDER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>GRANT NUMBER</u>	<u>GRANT DATE</u>
Becker-Underwood, Inc.	Australia	BIOSTACKED STACKING YOUR YIELDS & DESIGN	1006611	06/15/04
Becker-Underwood, Inc.	Australia	COLORBIOTICS	1131423	01/15/07
Becker-Underwood, Inc.	Australia	GREEN LAWNGER	837486	06/01/00
Becker-Underwood, Inc.	Australia	LAKEPAK	750503	12/08/97
Becker-Underwood, Inc.	Australia	SPRINT	837274	05/31/00
Becker-Underwood, Inc.	Australia	TURF MARK	837485	06/01/00
Becker-Underwood, Inc.	Brazil	BIOSTACKED	827053657	05/06/08
Becker-Underwood, Inc.	Brazil	BIOSTACKED STACKING YOUR YIELDS & DESIGN		07/19/04
Becker-Underwood, Inc.	Brazil	GREEN LAWNGER	817629548	02/12/97
Becker-Underwood, Inc.	Brazil	RHIZUP	819985848	10/13/99
Becker-Underwood, Inc.	Brazil	RHIZUP & DESIGN	819985830	10/13/99
Becker-Underwood, Inc.	Canada	BIOSTACKED	TMA713864	05/08/08
Becker-Underwood, Inc.	Canada	COLORBIOTICS	739251	01/05/09
Becker-Underwood, Inc.	Canada	DORMAL	TMA208117	07/11/75
Becker-Underwood, Inc.	Canada	GREEN LAWNGER	TMA527443	05/09/00
Becker-Underwood, Inc.	Canada	HIFLO	TMA772,839	07/23/10
Becker-Underwood, Inc.	Canada	MULCH MAGIC	TMA512483	01/06/99
Becker-Underwood, Inc.	Canada	NODULATING TRIGGER	TMA716473	06/12/08
Becker-Underwood, Inc.	Canada	OUR JOB IS TO IMPROVE YOUR FUTURE	605323	03/16/04
Becker-Underwood, Inc.	Canada	PERFORMANCE YOU CAN COUNT ON	TMA748669	09/25/09
Becker-Underwood, Inc.	Canada	PRECOAT	TMA686399	04/20/07
Becker-Underwood, Inc.	Canada	RHIZO-FLO	TMA707121	02/12/08
Becker-Underwood, Inc.	Canada	RHIZUP	TMA449993	11/10/95
Becker-Underwood, Inc.	Canada	RHIZUP & DESIGN	TMA456039	03/22/96
Becker-Underwood, Inc.	Canada	SECOND HARVEST	TMA510274	3/29/99
Becker-Underwood, Inc.	Canada	SOYPRO	TMA656856	01/18/06

Trademark Security Agreement—Second A&R

<u>HOLDER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>GRANT NUMBER</u>	<u>GRANT DATE</u>
Becker-Underwood, Inc.	Canada	TREE GUARD	TMA481952	09/03/97
Becker-Underwood, Inc.	Canada	TURF MARK	TMA513502	07/28/99
Becker-Underwood, Inc.	EU	COLORBIOTICS	5471669	11/10/07
Becker-Underwood, Inc.	EU	DIRECTION	4980462	05/11/07
Becker-Underwood, Inc.	EU	GREEN LAWNGER	725523	01/15/98
Becker-Underwood, Inc.	EU	HICOAT	5013545	03/29/07
Becker-Underwood, Inc.	EU	HISTICK	5013438	03/27/07
Becker-Underwood, Inc.	EU	MULCH MAGIC	2961407	03/02/04
Becker-Underwood, Inc.	EU	RHIZUP	5646062	01/18/08
Becker-Underwood, Inc.	EU	SEPIRET	5047774	03/29/07
Becker-Underwood, Inc.	Ireland	DIRECTION	233953	07/25/06
Becker-Underwood, Inc.	New Zealand	SECOND HARVEST	267318	9/23/96
Becker-Underwood, Inc.	Qatar	DIRECTION	39505	01/02/08
Becker-Underwood, Inc.	Russia	SEPIRET	357822	08/19/09
Becker-Underwood, Inc.	South Africa	SEPIRET		03/26/07
Becker-Underwood, Inc.	Turkey	SEPIRET	2007/26428	05/28/08
Becker-Underwood, Inc.	UAE	DIRECTION	85886	12/31/07
Becker-Underwood, Inc.	UK	DIRECTION	2417858	03/28/06
Becker-Underwood, Inc.	Ukraine	HISTICK	105904	04/27/09
Becker-Underwood, Inc.	Ukraine	LUSTERKOTE	97047	09/25/08
Becker-Underwood, Inc.	Ukraine	RHIZUP	105903	04/27/09
Becker-Underwood, Inc.	Ukraine	SEEDKARE	97094	09/25/08
Becker-Underwood, Inc.	Ukraine	SEPIRET	97048	09/25/08

**Foreign Trademark Applications**

<u>HOLDER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>
Becker Underwood Argentina	Argentina	BIOGAIN		
Becker Underwood Argentina	Argentina	CHIPS MAGIC		
Becker Underwood Argentina	Argentina	GENOFIX		
Becker Underwood Argentina	Argentina	MAC TAIL		
Becker Underwood Argentina	Argentina	MICROFIX		

<u>HOLDER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>
Becker Underwood Argentina	Argentina	RHIZUP		
Becker Underwood Argentina	Argentina	ROBUST		
Becker Underwood Argentina	Argentina	SUBTILEX		
Becker Underwood Chile Limited	Chile	CROP GUARDIAN		
Becker Underwood Chile Limited	Chile	FOG FORCE		
Becker Underwood Chile Limited	Chile	SECOND HARVESTER		
Becker Underwood Chile Limited	Chile	TURF MARK		
Becker Underwood Ltd	Canada	SUBTILEX		In process
Becker Underwood Ltd	Canada	TACKLE		In process
Becker Underwood Ltd	Canada	INTEGRAL	PENDING – 1406322	8/6/08
Becker- Underwood Pty Limited (Australia)	New Zealand	WETTASOIL	PENDING- 715747	7/23/04
Becker Underwood Pty Ltd	Australia	BIOJEL		In process
Becker Underwood Pty Ltd	Australia	APIDEE		In process
Becker-Underwood, Inc.	Brazil	BIOSTACKED STACKING YOUR YIELDS & Design	PENDING 826712029	
Becker-Underwood, Inc.	Argentina	GREEN LAWNGER		
Becker-Underwood, Inc.	Argentina	HI-LIGHT		
Becker-Underwood, Inc.	Argentina	LAKE COLORANT		
Becker-Underwood, Inc.	Argentina	TURF MARK		
Becker-Underwood, Inc.	Canada	BIONEM		In process
Becker-Underwood, Inc.	Canada	SCIMITAR		In process
Becker-Underwood, Inc.	Kuwait	DIRECTION		In process

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