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
NATIONAL DIVERSIFIED SALES, INC.		09/22/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	500 FIRST AVENUE
Internal Address:	FOURTH FLOOR
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3672013	AGRIFIM
Serial Number:	85207380	CLAMP-N-PIERCE
Registration Number:	1658662	DRIP HYDRANT
Registration Number:	3373814	DRIP STAR
Registration Number:	3507754	DRIP-A-LONG
Serial Number:	77672316	DURA SLOPE
Registration Number:	3495859	EZ ROLL
Registration Number:	3783436	FLO CONTROL
Registration Number:	3113850	GRASSROAD PAVERS
Registration Number:	3432636	HYDROPORT
Serial Number:	85074944	LANDSCAPE YOUR HARDSCAPE
Registration Number:	3286130	NDS
Serial Number:	85073977	NDS WE PUT WATER IN ITS PLACE

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Registration Number:	3413256	NEXT GENERATION CATCH BASIN
Registration Number:	3626357	PRO-SPAN
Registration Number:	1172139	RAINDRIP
Registration Number:	3450937	SIMPLE DRIP
Registration Number:	2445786	SPEE-D
Registration Number:	2686626	STRETCH 'N LOCK
Registration Number:	3023706	TUFFTRACK
Registration Number:	3507752	ULTRA SPRAY
Serial Number:	77872035	WEATHERSMART
Serial Number:	77879582	WEATHERSMARTPRO
Serial Number:	85302091	SMART WATERING MADE EASY

CORRESPONDENCE DATA

Fax Number: (212)755-7306
Phone: 212-326-3939
Email: NYTEF@JONESDAY.COM

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: JENNIFER M. MCGREW, ESQ.
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Address Line 2: 222 EAST 41ST STREET
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	879047-620009
NAME OF SUBMITTER:	JENNIFER M. MCGREW
Signature:	/JENNIFER M. MCGREW/
Date:	09/28/2011

Total Attachments: 10
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NOTICE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

NOTICE dated the 22nd day of September, 2011 by NATIONAL DIVERSIFIED SALES, INC., a California corporation, having an address at, 21820 Burbank Blvd., Suite 200 Woodland Hills, CA 91367 ("Debtor") to and in favor of PNC BANK, NATIONAL ASSOCIATION, having offices at 500 First Avenue, Fourth Floor, Pittsburgh, Pennsylvania 15219 ("Secured Party"), as administrative agent under a certain Credit Agreement, dated as of September 22, 2011, among Debtor, Secured Party and the various financial institutions and other Persons from time to time parties thereto (collectively, the "Lenders") (as may be amended, restated or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Credit Agreement).

WHEREAS, Debtor is the owner of certain Intellectual Property Collateral (as defined in the IP Security Agreement described below), including as listed in Exhibits A, B, C and D hereto; and

WHEREAS, the Lenders have agreed to extend certain credit to Debtor on a term and revolving basis under the Credit Agreement on the condition that Debtor pledges and grants to Secured Party, for the benefit of the Lenders, as collateral for the Obligations, a security interest and lien in and to such Intellectual Property Collateral, including the application and registrations therefor described above, the goodwill associated therewith and other related claims and rights, as more fully described in that certain Intellectual Property Security Agreement by Debtor in favor of Secured Party, for the benefit of Lenders and certain other secured parties, dated September 22, 2011 (the "IP Security Agreement");

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Debtor grants to Secured Party, for the

TRADEMARK
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benefit of Lenders, a security interest and lien in and to all rights, title and interest in and to the aforesaid Intellectual Property Collateral, and give notice of such security interest and the existence of such IP Security Agreement providing therefor.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

Executed as of the date first above written.

NATIONAL DIVERSIFIED SALES, INC.

By: _____
Name: MICHAEL QUMMEDON
Title: PRESIDENT & CEO

DLI-6365569v4

STATE OF California :
: SS.
COUNTY OF Los Angeles

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 21 day of September, 2011, personally appeared Michael Rummerson to me known personally, and who, being first by me duly sworn, deposed and said that he/~~she~~ is the President of NATIONAL DIVERSIFIED SALES, INC., and that the foregoing instrument was signed and sealed on behalf of said company by authority of its Board of Directors, and that he/~~she~~ acknowledged said instrument to be the free act and deed of said company.

JESSICA CLARK
Commission # 1938249
Notary Public - California
Los Angeles County
My Comm. Expires May 24, 2015

Notary Public

My commission expires: May 25, 2015

(Notarial Seal)

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EXHIBIT "A"

COMPUTER SOFTWARE COLLATERAL

Material In-Licensed Computer Software and Material Proprietary Software:

A. In-Licensed Computer Software

1. iQ4bis (includes iQ4bis DataServer ™ and Analysis ™)

2. Syspro (includes Windows Manager, Cobol Runtime, Office Automation, OBDC Drivers, IMP99, EDI System, Accounts Payable, Accounts Receivable, Cash Book, General Ledger, Inventory Control, Purchase Orders, Sales Order Processing, Sales Analysis, Advance Shipping System, Bill of Materials, WIP/Job Costing, Net Requirements/MRP, ST-Point Interface, and ST-Point for Eulore]

3. SalesForce.com (includes Mobile Product, Premier Training – Enterprise Edition, and Service Cloud – Enterprise Edition)

4. Trading Partner Desktop or Workgroup

5. SolidWorks Professional/SolidWorks Simulation

6. Marqueto Integration, Lead Management and Sales Insight Software

B. Material Proprietary Software

1. NDS Performance System

2. NDS CRM

3. NDS Shopping Cart and Rep/Distributor Tools

4. NDS Report Portal

5. Drainage Calculator

6. EZ Flow Drainage Jobsite Savings Calculator

7. WeatherSmart Pro Irrigation SmartController firmware

8. Literature Direct (fulfillment system for literature and samples)

EXHIBIT "B"

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None.

EXHIBIT "C"

PATENT COLLATERAL

Description	Application/ Patent Number	Application/Issue Date
Catch Basin Having Selectable Port Position	7,303,357	12/4/2007
Catch Basin Having Selectable Port Position	7,651,297	1/26/2010
Flow Control Device	12/107,724	4/22/2008
Extruded Landscape Edging Strip and Method of Making Same	7,409,796	8/12/2008
Adjustable Flow Bubbler For Drip Irrigation Systems	6,827,298	12/7/2004
Rollable Load Bearing Mat For Turf Areas	7,210,876	5/1/2007
System and Method For Irrigation Controller	7,957,843	6/7/11
System and Method For a Curved Conduit	7,955,027	6/7/11
Irrigation Controller	D603347	11/3/2009
Irrigation Controller	D603348	11/3/2009
Flow Control Device[1]	200910128284.1	3/30/2009
Water Heater And Stand	D441855	5/8/2001
Utility Outlet To Connect A Corrugated Sewer and Drain Pipe To A Catch Basin	D402013	12/1/1998
Expansion Repair Coupling	12/940,741	11/5/2010
Weather Based Irrigation Controller	13/022,425	2/7/2011
Sprinkler Canister Seal	13/090,938	4/20/2011

[1] Filed in the People's Republic of China

Description	Application/ Patent Number	Application/Issue Date
Clamp and Spike for Flexible Conduit	13/038,058	3/1/2011
System and Method for Irrigation Control	13/152,831	6/3/2011
System and Method For Packaging Coiled Material For transport and Display[2]	12/723,307	3/12/2010

[2] Borrower has decided not to pursue this patent application any further and will allow it to lapse in the ordinary course.

EXHIBIT "D"

TRADEMARK COLLATERAL

Trademark	Serial/ Registration Number	Reg./App. Date
AGRIFIM	3,672,013	8/25/2009
CLAMP N PIERCE	85/207380	12/29/2010
DRIP HYDRANT	1,658,662	9/24/1991
DRIP STAR	3,373,814	1/22/2008
DRIP-A-LONG	3,507,754	9/30/2008
DURA SLOPE	77/672,316	2/17/2009
EZ ROLL	3,495,859	9/2/2008
FLO CONTROL	3,783,436	5/4/2010
GRASSROAD PAVERS	3,113,850	7/11/2006
HYDROPORT	3,432,636	5/20/2008
LANDSCAPE YOUR HARDSCAPE	85/074,944	6/30/2010
NDS	3,286,130	8/28/2007
NDS WE PUT WATER IN ITS PLACE	85/073,977	6/29/2010
NEXT GENERATION CATCH BASIN	3,413,256	4/15/2008
PRO-SPAN	3,626,357	5/26/2009
RAINDRIP*	TMA383830	5/3/1991
RAINDRIP*	1448488	9/21/2000
RAINDRIP	7223001	6/26/2009
RAINDRIP*	815679 Renewal: 1348619	5/30/2000 Renewal: 9/29/2010

Trademark	Serial/ Registration Number	Reg./App. Date
RAINDRIP	255916MNA	10/9/1992
RAINDRIP*	227993	11/22/1991
RAINDRIP*	409722	2/23/1993
RAINDRIP	1,172,139	10/6/1981
RAIN DRIP and design	N 1600950	7/6/1990
SIMPLE DRIP	3,450,937	6/17/2008
SPEE-D	2,445,786	4/24/2001
STRETCH 'N LOCK	2,686,626	2/11/2003
TUFFTRACK	3,023,706	12/6/2005
ULTRA SPRAY	3,507,752	9/30/2008
WEATHERSMART	77/872,035	11/13/2009
WEATHERSMARTPRO	77/879,582	11/24/2009
SMART WATERING MADE EASY	85/302,091	4/22/2001

* Currently held of record in the name of Raindrip, Inc.