

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Patent, Trademark and Copyright Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Turf Care Supply Corp.		10/01/2012	CORPORATION: DELAWARE
Turf Care Holding Corporation		10/01/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	249 Fifth Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3369481	TCS GROWSTAR
Registration Number:	3354046	TCS ICEFLOW

CORRESPONDENCE DATA

Fax Number: 4125621041
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 412-562-1637
 Email: vicki.cremonese@bipc.com
 Correspondent Name: Michael L. Dever
 Address Line 1: 301 Grant Street
 Address Line 2: 20th Floor
 Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0011046-301441
NAME OF SUBMITTER:	Michael L. Dever

CH \$65.00 3369481

Signature:	/Michael L. Dever/
Date:	10/08/2012
Total Attachments: 12 source=pnc-turf care security agreement 10-1-12#page1.tif source=pnc-turf care security agreement 10-1-12#page2.tif source=pnc-turf care security agreement 10-1-12#page3.tif source=pnc-turf care security agreement 10-1-12#page4.tif source=pnc-turf care security agreement 10-1-12#page5.tif source=pnc-turf care security agreement 10-1-12#page6.tif source=pnc-turf care security agreement 10-1-12#page7.tif source=pnc-turf care security agreement 10-1-12#page8.tif source=pnc-turf care security agreement 10-1-12#page9.tif source=pnc-turf care security agreement 10-1-12#page10.tif source=pnc-turf care security agreement 10-1-12#page11.tif source=pnc-turf care security agreement 10-1-12#page12.tif	

**AMENDED AND RESTATED
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

This Amended and Restated Patent, Trademark and Copyright Security Agreement (the "**Agreement**"), dated as of October 1, 2012, is entered into by and among each of the undersigned listed on the signature pages hereto and each other Person that hereafter joins this Agreement (each a "**Pledgor**" and collectively the "**Pledgors**"), and PNC Bank, National Association, as administrative agent for the Lenders referred to below (the "**Agent**").

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement (as amended, restated, modified or supplemented from time to time, the "**Credit Agreement**") of even date herewith by and among Turf Care Supply Corp., a Delaware corporation (the "**Borrower**"), the Lenders and the Agent (all as defined in the Credit Agreement), Agent and the Lenders have agreed to provide certain loans and other financial accommodations to the Borrower, and each Pledgor has agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and Section 1.4 [Certain Matters of Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in New York as amended from time to time (the "**Code**").

(b) "**Patents, Trademarks and Copyrights**" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by any Pledgor, including, without limitation, those that are registered as listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate; provided, that "Patents, Trademarks and Copyrights" shall not include (i) any intent-to-use trademark applications, or (ii) any other rights or property, to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest in such rights or property or would otherwise result in a material loss of rights from the creation of such security interest therein (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other

applicable law); provided, that, with respect to each of the foregoing clause (ii), immediately upon the ineffectiveness, lapse or termination of any such restriction, the Patents, Trademarks and Copyrights shall include, and Pledgors shall be deemed to have granted a security interest in, all such rights and interests, as the case may be, as if such provision had never been in effect.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Obligations of each Pledgor to the Agent, the Lenders, or any provider of any Lender-Provided Interest Rate Hedge under the Credit Agreement or any of the Other Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each Pledgor to the Agent, the Lenders, or any provider of any Lender-Provided Interest Rate Hedge, now existing or hereafter incurred under the Credit Agreement, the Notes or any of the Other Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Other Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Other Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each Pledgor with respect to any one or more Letters of Credit issued by Agent or any Lender; and (iii) any sums advanced by the Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any Other Documents, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Other Document or with respect to any default under any of the Secured Obligations.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants, and conveys a security interest to Agent for the benefit of the Lenders in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally represents and warrants, and covenants that:

(a) all registered Patents, Trademarks and Copyrights owned or utilized by a Pledgor and listed on Exhibit A are valid and have been duly registered or filed with all appropriate Governmental Bodies and constitute all of the material intellectual property rights which are necessary for the operation of its business; there is no objection to or pending challenge to the validity of any such patent, trademark, copyright, design rights, tradename, trade secret or license and no Pledgor is aware of any grounds for any challenge; except as set forth in Schedule 5.9 to the Credit Agreement. All Patents, Trademarks and Copyrights owned or held by a pledgor consist of original material or property developed by a Pledgor or that was lawfully acquired by a

Pledgor from the proper and lawful owner thereof. Each of such items has been maintained so as to preserve the value thereof from the date of creation or acquisition thereof;

(b) such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms; and

(c) such Pledgor shall preserve its corporate existence and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets.

4. Each Pledgor agrees that, until all of the Debt shall have been Paid in Full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

5. If, before the Debt shall have been Paid in Full, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and Pledgor shall give to Agent prompt notice thereof in writing if and when a patent, trademark or copyright application for registration is made. Each Pledgor and Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to such Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to such Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) days before the time of any intended public or private

sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under Applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent, as Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. Each Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit such Pledgor; (ii) the Agent herein granted this power of attorney shall have NO duty to exercise any powers granted hereunder for the benefit of such Pledgor; and (iii) the Agent herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Agent and the Lenders. The Agent hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Agent and the Lenders.

8. At such time as the Pledgors shall have Paid in Full all of the Debt, this Agreement shall terminate and Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors in the manner and to the extent set forth in the Credit Agreement.

10. Each Pledgor shall have the duty to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement to the extent required by Section 6.2 of the Credit Agreement and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees to the extent required by Section 6.2 of the Credit Agreement. Any expenses

incurred in connection with such an application shall be borne by Pledgors. Each Pledgor shall maintain its Patents, Trademarks and Copyrights to the extent required by Section 6.2 of the Credit Agreement. Notwithstanding anything stated herein to the contrary, each Pledgor may in its reasonable discretion elect to maintain its trademarks and copyrights on a common law basis, rather than filing for registration. In addition, each Pledgor shall use reasonable commercial judgment in deciding whether to pursue and maintain patents in the United States.

11. Each Pledgor shall have the right to bring suit, action or other proceeding in its own name, and, with the consent of Agent which shall not be unreasonably withheld, to join Agent, if necessary, as a party to such suit so long as Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable legal fees, incurred by Agent as a result of such suit or joinder by such Pledgor in the manner and to the extent set forth in the Credit Agreement.

12. No course of dealing between any Pledgor and Agent, nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement or Other Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the Other Documents, or by law, and the Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

14. (a) If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

(b) Without limitation of the preceding Subsection (a), to the extent that Applicable Law (including Applicable Laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of any Pledgor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of a Pledgor's aggregate liability under this Agreement, then, notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of such liability shall, without any further action by the Administrative Agent or any of the Lenders or such Pledgor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding.

(c) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in

accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion..

15. This Agreement and the documents executed concurrently herewith contain the entire understanding between Pledgors and Agent and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing signed by the party to be charged, except as provided in Paragraph 5 hereof with respect to additions and supplements to Schedule A hereto.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, no Pledgor may assign or transfer any of its rights and obligations hereunder without the prior written consent of Agent and each Lender.

17. This agreement shall, pursuant to New York General Obligations Law 5-1401, be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.

18. Any judicial proceeding brought by or against any Pledgor with respect to this Agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Agreement, each Pledgor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Pledgor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to such Pledgor at the address set forth in Section 21 and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent to bring proceedings against any Pledgor in the courts of any other jurisdiction. Each Pledgor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Each Pledgor waives the right to remove any judicial proceeding brought against such Pledgor in any state court to any federal court. Any judicial proceeding by any Pledgor against Agent involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement, shall be brought only in a federal or state court located in the County of New York, State of New York.

19. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a

party by facsimile or other similar method of electronic transmission shall be deemed to be an original signature hereto.

20. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

21. Each Pledgor and Agent agree that all notices, statements, requests, demands and other communications under this Agreement shall be given to such Pledgor or Agent at the address set forth on the signature page hereto and in the manner provided in Section 15.6 of the Credit Agreement.

22. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the Other Documents, because the Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the Pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

23. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrower and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.

24. This Agreement hereby amends and restates, in its entirety, that certain Patent, Trademark and Copyright Security Agreement dated as of October 7, 2005, by and among the

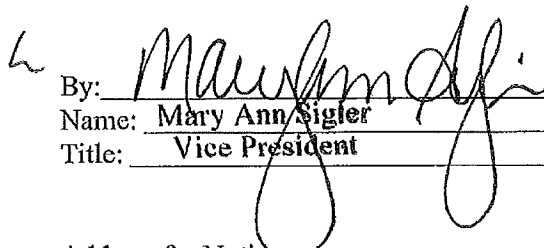
Pledgors (as defined therein) and the Agent for the benefit of the Lenders (as thereafter amended, restated, supplemented or otherwise modified from time to time, the "**Original Security Agreement**"), and each Pledgor hereto agrees and acknowledges that this Agreement is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the liens, security interests, indebtedness, loans, liabilities, expenses, or obligations under that certain Revolving Credit and Security Agreement dated as of October 7, 2005, by and among the Borrower, the Lenders and the Agent (as thereafter amended, supplemented or modified from time to time, the "**Original Credit Agreement**"), the Original Security Agreement or any of the Other Documents under the Original Credit Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**[SIGNATURE PAGE 1 OF 3 TO AMNEDED AND RESTATED PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

TURF CARE SUPPLY CORP.

By: 
Name: Mary Ann Sigler
Title: Vice President

Address for Notices:

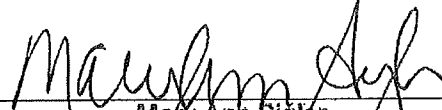
Turf Care Supply Corp.
c/o Platinum Equity
360 North Crescent Drive, South Building
Beverly Hills, CA 90210
Attention: General Counsel
Telephone: (310) 712-1850
Facsimile: (310) 712-1863

with a copy to:

Alston & Bird LLP
333 South Hope Street, Sixteenth Floor
Los Angeles, CA 90071
Attention: Matthew J. Wrynski
Telephone: (213) 576-1192
Facsimile: (213) 576-2892

[SIGNATURE PAGE 2 OF 3 TO AMNEDED AND RESTATED PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

TURF CARE HOLDING CORPORATION

By: 
Name: Mary Ann Sigler
Title: President

Address for Notices:

Turf Care Holding Corporation
c/o Platinum Equity
360 North Crescent Drive, South Building
Beverly Hills, CA 90210
Attention: General Counsel
Telephone: (310) 712-1850
Facsimile: (310) 712-1863

with a copy to:

Alston & Bird LLP
333 South Hope Street, Sixteenth Floor
Los Angeles, CA 90071
Attention: Matthew J. Wrynski
Telephone: (213) 576-1192
Facsimile: (213) 576-2892

**[SIGNATURE PAGE 3 OF 3 TO AMENDED AND RESTATED PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

**PNC BANK, NATIONAL ASSOCIATION, as
Agent**

By: Douglas Hoffman
Name: DOUGLAS HOFFMAN
Title: VICE PRESIDENT

Address for Notices:

PNC Bank, National Association
225 Fifth Avenue, 6th Floor
Pittsburgh, PA 15222
Attention: Douglas Hoffman
Telephone: (412) 768-1333
Facsimile: (412) 768-4369

with a copy to:

PNC Bank, National Association
PNC Agency Services
PNC Firstside Center
500 First Avenue, 4th Floor
Pittsburgh, Pennsylvania 15219
Attention: Lisa Pierce
Telephone: (412) 762-6442
Facsimile: (412) 762-8672

with an additional copy to:

Buchanan Ingersoll & Rooney PC
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219
Attention: Thomas S. Galey
Telephone: (412) 562-3927
Facsimile: (412) 562-1041

**SCHEDULE A
TO
AMENDED AND RESTATED
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

Tradename:

Turf Care Supply Corp.

Registered Trademarks:

Trademark	Registration Number	Filing Date	Status
TCS GROWSTAR	3369481	September 6, 2006	Live
TCS ICEFLOW	3354046	March 31, 2006	Live

Patents:

Title	Application/Patent No.	Filing/Registration Date	Status
Pesticide Compositions	Application #: 08/694,871 Patent #: 5,750,130	Filed August 9, 1996 Registered: May 12, 1998	Active