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
Profile Products LLC		06/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
Terra-Mulch Products, LLC		06/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
Procleanse LLC		06/28/2013	LIMITED LIABILITY COMPANY: 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: 85

Property Type	Number	Word Mark
Registration Number:	1798470	ACTIZORB
Registration Number:	3536404	AQUAGEL
Registration Number:	3588575	AQUA-PHIX
Registration Number:	3851536	BIOCOVER
Registration Number:	3683811	BIOPRIME
Registration Number:	3463068	COCOFLEX
Registration Number:	1709067	CON-TACK
Registration Number:	3792263	CONWED FIBERS
Registration Number:	3158735	
Registration Number:	2174165	ECOAEGIS
Registration Number:	3535453	ECOBLEND

CH $140.00 1798470

Registration Number:	1678739	ECOFIBRE
Registration Number:	3158431	ECOFLEX
Registration Number:	3216991	ECOMATRIX
Registration Number:	4259499	ENGINEERED FIBER MATRIX
Registration Number:	3799000	ENVIROBLEND
Registration Number:	3525197	ENVIRONET
Registration Number:	3460925	FGM
Registration Number:	3536402	FIBERBOND ULTRA
Registration Number:	3536403	FIBERLOCK
Registration Number:	3656524	FIBERMAX
Registration Number:	3277680	FIELD & FAIRWAY
Registration Number:	3339440	FLEXIBLE CONTROL MEDIUM
Registration Number:	3460948	FLEXIBLE GROWTH MEDIUM
Registration Number:	3165631	FLEXTERRA
Registration Number:	3086437	FLEXTERRA FGM
Registration Number:	3536405	FLOCLOC
Registration Number:	1743935	FUTERRA
Registration Number:	1772465	FUTERRA
Registration Number:	2255712	GAME SAVER
Registration Number:	3535733	GREEN DESIGN ENGINEERING
Registration Number:	3549527	GREENARMOR
Registration Number:	3655452	GREENS GRADE FORTIFIED RZ
Registration Number:	3921088	HP-FGM
Registration Number:	972706	HYDRO MULCH
Registration Number:	3079318	HYDRO-BLANKET
Registration Number:	3513777	HYDROCOVER
Registration Number:	2300113	HYDRO- SPRAY
Registration Number:	2570078	JET-SPRAY
Registration Number:	3465165	KEEP AMERICA PLAYING
Registration Number:	2150081	MOUNDMASTER
Registration Number:	2985922	MULCH PRO
Registration Number:	3015961	NETLESS
Registration Number:	3911600	PERMOPORE
Registration Number:	2449549	PRO LEAGUE
Registration Number:	3949282	PRO LEAGUE HERITAGE RED

	4046528	PROCLEANSE
Registration Number:	3662429	PROFESSIONAL MOUND CLAY
Registration Number:	2288806	PROFIELD
Registration Number:	3585175	PROFILE
Registration Number:	3735577	PROFILE
Registration Number:	4219468	PROMATRIX
Registration Number:	2915905	PROPLUS
Registration Number:	3371911	QUICK DRY
Registration Number:	1772468	ROLL LAWN
Registration Number:	1772464	ROLL-LAWN
Registration Number:	2189875	SEED AIDE
Registration Number:	3723483	SEED AIDE AERO
Registration Number:	2319737	SEED PROTECTOR
Registration Number:	3539785	SLIKCOLOR
Registration Number:	3708449	SLIKSHOT
Registration Number:	3848730	SODIUM-PHIX
Registration Number:	3733570	SOIL COVER
Registration Number:	1742589	
Registration Number:	4118218	SPRAY IT DON'T LAY IT
Registration Number:	3536401	TACKDOWN
Registration Number:	2570077	TACKING AGENT 3
Registration Number:	2268870	TERRA MULCH
Registration Number:	2878938	TERRA-BLEND
Registration Number:	4179648	TERRA-FLAGE
Registration Number:	3320433	TERRA-MATRIX
Registration Number:	2268869	TERRA-MULCH
Registration Number:	3673790	TERRA-SHIELD
Registration Number:	3169453	TERRA-TUBES
Registration Number:	2878939	TERRA-WOOD
Registration Number:	2993423	THERMALLY REFINED
Registration Number:	3738089	TRIFLO
Registration Number:	696610	TURFACE
Registration Number:	2303752	TURFACE
Registration Number:	2406862	TURFACE ALL SPORT
Registration Number:	2230966	TURFACE MVP

	2197477	TURFACE PROFESSIONAL MOUND CLAY
Registration Number:	2257249	TURFACE QUICK DRY
Registration Number:	687368	ZORB-ALL
Serial Number:	85289942	SOLUTIONS FOR YOUR ENVIRONMENT

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:	0011046-302306
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	07/01/2013

Total Attachments: 26
source=pnc-profile products security interest#page1.tif
source=pnc-profile products security interest#page2.tif
source=pnc-profile products security interest#page3.tif
source=pnc-profile products security interest#page4.tif
source=pnc-profile products security interest#page5.tif
source=pnc-profile products security interest#page6.tif
source=pnc-profile products security interest#page7.tif
source=pnc-profile products security interest#page8.tif
source=pnc-profile products security interest#page9.tif
source=pnc-profile products security interest#page10.tif
source=pnc-profile products security interest#page11.tif
source=pnc-profile products security interest#page12.tif
source=pnc-profile products security interest#page13.tif
source=pnc-profile products security interest#page14.tif
source=pnc-profile products security interest#page15.tif
source=pnc-profile products security interest#page16.tif
source=pnc-profile products security interest#page17.tif
source=pnc-profile products security interest#page18.tif
source=pnc-profile products security interest#page19.tif
source=pnc-profile products security interest#page20.tif
source=pnc-profile products security interest#page21.tif
source=pnc-profile products security interest#page22.tif
source=pnc-profile products security interest#page23.tif
source=pnc-profile products security interest#page24.tif

source=pnc-profile products security interest#page25.tif
source=pnc-profile products security interest#page26.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "**Agreement**"), dated as of June 28, 2013 is entered into by and among EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME (each a "**Pledgor**" and collectively, the "**Pledgors**") and PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders referred to below (the "**Administrative Agent**").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "**Credit Agreement**") of even date herewith by and among **PROFILE PRODUCTS LLC** (the "**Borrower**"), the Guarantors now or hereafter a party thereto (the "**Guarantors**"), the Lenders now or hereafter a party thereto (the "**Lenders**") and the Administrative Agent, the Administrative Agent and the Lenders have agreed to provide certain loans to the Borrower, and the Pledgors have agreed, among other things, to grant a security interest to the Administrative 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, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 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 Illinois 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 (if any), whether now owned or hereafter acquired by each Pledgor, including, without limitation, those 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.

(c) "**Secured Obligations**" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Administrative Agent, the Lenders, or any provider of any Hedging Liability or any provider of any Other Lender Provided Financial Service Product under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the

Administrative Agent, the Lenders, or any provider of any Hedging Liability or any provider of any Other Lender Provided Financial Service Product, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan 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 Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by Administrative Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Pledgors to the Administrative Agent or any of the Lenders of any obligations incurred in connection with any Hedging Liability or any Other Lender Provided Financial Service Product provided by the Administrative Agent or such Lenders pursuant to the Credit Agreement; and (iv) any sums advanced by the Administrative 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 Loan Documents or pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection therewith, 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 Loan Document or with respect to any default under any of the Debt.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent, for itself and the benefit of the Lenders and their respective affiliates, 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) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Liens permitted under Section 8.2.2 [Liens] of the Credit Agreement ("Permitted Liens"), including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

TRADEMARK
REEL: 005059 FRAME: 0813

(d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights by a Pledgor does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Administrative Agent;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Administrative Agent; and

(j) such Pledgor shall preserve its existence as a corporation, partnership or a limited liability company, as applicable, 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 of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent and the Lenders to make the Loans, and that the Administrative Agent and the Lenders are relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrower, itself and the other Pledgors. The Administrative Agent and the Lenders, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent and the Lenders, or any of them, shall not be a defense to any action the Administrative Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Administrative Agent hereby reserves all rights against each Pledgor.

5. Each Pledgor agrees that, until all of the Secured Obligations shall have been indefeasibly paid in full, all Commitments have been terminated and all Letters of Credit and Hedging Liability or any Other Lender Provided Financial Service Products have expired or been terminated, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may

TRADEMARK
REEL: 005059 FRAME: 0814

license technology in the ordinary course of business without the Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

6. If, before the Secured Obligations shall have been Paid In Full and all Commitments have been terminated and all Letters of Credit and Hedging Liability or any Other Lender Provided Financial Service Products have expired or been terminated, any Pledgor shall acquire ownership any new trademarks or any new copyrightable works of authorship 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 such Pledgor shall give to the Administrative Agent prompt notice thereof in writing. Each Pledgor and the Administrative 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, and each Pledgor agrees to take such further actions as may be requested by the Administrative Agent from time to time for the purpose of creating a valid and perfected first priority Lien on such item(s), subject only to Permitted Liens, and to comply with the filing requirements of the United States Patent and Trademark Office and the United States Copyright Office.

7. Administrative 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 applicable 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, Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, 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 Administrative Agent shall designate by notice to the Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any 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 Secured Obligations as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after Payment in Full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors 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, Administrative 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 Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its

TRADEMARK
REEL: 005059 FRAME: 0815

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 the Administrative 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 the Administrative 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.

9. At such time as all of the Secured Obligations shall have been Paid In Full and all Commitments shall have been terminated and all Letters of Credit and Hedging Liability or any Other Lender Provided Financial Service Products have expired or been terminated, this Agreement shall terminate and the Administrative 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 the Administrative Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Administrative 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 the Pledgors within fifteen (15) days of demand by Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any applications for Patents, Trademarks and Copyrights pending as of the date of this Agreement or hereafter acquired, except to the extent deemed commercially unreasonable or inappropriate by a Pledgor through the exercise of its reasonable business judgment until the Secured Obligations shall have been indefeasibly paid in full and the Commitments shall have terminated, and the Letters of Credit and Hedging Liability or any Other Lender Provided Financial Service Products have expired or been terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and issued patents of the Patents, including the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld, except in the ordinary course of business as deemed appropriate by a Pledgor through the exercise of its reasonable business judgment.

TRADEMARK
REEL: 005059 FRAME: 0816

12. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative 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 the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

14. All of the Administrative 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 Loan Documents, under the Hedging Liability or any Other Lender Provided Financial Service Products or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

15. (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(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, which (without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

TRADEMARK
REEL: 005059 FRAME: 0817

(i) the fair consideration actually received by such Pledgor under the terms and as a result of the Loan Documents and the Hedging Liability or any Other Lender Provided Financial Service Products and the value of the benefits described in Paragraph 24 hereof, including (and to the extent not inconsistent with applicable federal and state laws affecting the enforceability of guarantics) distributions, commitments, and advances made to or for the benefit of such Pledgor with the proceeds of any credit extended under the Loan Documents or the Hedging Liability or any Other Lender Provided Financial Service Products, or

(ii) the excess of (1) the amount of the fair value of the assets of such Pledgor as of the date of this Agreement as determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (2) the amount of all liabilities of such Pledgor as of the date of this Agreement, also as determined on the basis of applicable federal and state laws governing the insolvency of debtors as in effect on the date hereof.

(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.

16. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 6 and Paragraph 26 hereof with respect to additions and supplements to Schedule A hereto.

17. Each Pledgor hereby agrees to be bound by the provisions of Section 5.9 of the Credit Agreement and shall make all payments free and clear of Taxes as provided therein.

18. 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, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Illinois, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the State of Illinois.

20. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Illinois state or federal court sitting in Cook County, in any action or proceeding arising out of or

TRADEMARK
REEL: 005059 FRAME: 0818

relating to this Agreement, and each Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Illinois state or federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Pledgor hereby appoints the process agent identified below (the "Process Agent") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to the Pledgor in care of the Process Agent at the Process Agent's address, and each Pledgor hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Pledgor further agrees that it shall, for so long as any commitment or any obligation of any Loan Party to any Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 20. The Process Agent is the Borrower, with an office on the date hereof as set forth in the Credit Agreement. The Process Agent hereby accepts the appointment of Process Agent by the Companies and agrees to act as Process Agent on behalf of the Companies.

21. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of the signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

22. EACH PLEDGOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

23. All notices, statements, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth on a Schedule 1.1(B) to, or in a Guarantor Joinder given under, the Credit Agreement and in the manner provided in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement. The Administrative Agent and the Lenders may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of any Pledgor, and the Administrative Agent and the Lenders shall have no duty to verify the identity or authority of the Person giving such notice.

24. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided

TRADEMARK
REEL: 005059 FRAME: 0819

herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative 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.

25. 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.

26. At any time after the initial execution and delivery of this Agreement to the Administrative Agent and the Lenders, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

TRADEMARK
REEL: 005059 FRAME: 0820

[SIGNATURE PAGE 1 OF 2 TO PATENT AND TRADEMARK 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.

PLEDGORS:

PROFILE PRODUCTS LLC, a Delaware limited liability company

By: Stephen F Ade
Name: Stephen F. Ade
Title: Vice President

TERRA - MULCH PRODUCTS, LLC, a Delaware limited liability company

By: Stephen F Ade
Name: Stephen F. Ade
Title: Vice President

PROCLEANSE LLC, a Delaware limited liability company

By: Stephen F Ade
Name: Stephen F. Ade
Title: Vice President

[SIGNATURE PAGE 2 OF 2 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: Rachel DeBelisa
Name: Rachel DeBelisa
Title: Officer

SCHEDULE A
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

LIST OF REGISTERED PATENTS AND TRADEMARKS

1. Registered Patents: See attached.

2. Trademarks: See attached.

PATENTS

United States

Case Ref.	Application No.	Application Date	Patent No.	Issue Date	Title	Category Description	Case Status
PRFL0113PUS	08/187759	27-Jan-1994			POROUS AGGREGATE FOR SOIL AMENDMENT	Normal	Abandoned
PRFL0126PUS	08/517986	22-Aug-1995			POROUS CERAMIC FOR TURF AMENDMENT	Normal	Abandoned
PRFL0142PUS	08/963642	3-Nov-1997			POROUS CERAMIC FOR TURF AMENDMENT	Continuation	Abandoned
PRFL0150PUS	09/131623	10-Aug-1998	6096126	1-Aug-2000	SPORTS FIELD SPOIL CONDITIONER	Normal	Granted
PRFL0174PUS	09/163136	29-Sep-1998	6155749	5-Dec-2000	SPORTS FIELD SOIL CONDITIONER	Normal	Granted
PRFL0185PUS	08/974488	19-Nov-1997	5916027	29-Jun-1999	MULCH FLAKES FOR TURF GRASS ESTABLISHMENT	Normal	Granted
PRFL0186PUS	08/843695	16-Apr-1997	5942029	24-Aug-1999	MECHANICALLY BONDED FIBER MULCH	Continuation in Part	Granted
PRFL0187PUS	08/970065	13-Nov-1997	6158167	12-Dec-2000	MULCH FLAKES	Normal	Granted
PRFL0188PUS	08/740919	5-Nov-1996	5741832	21-Apr-1998	MECHANICALLY BONDED FIBER MULCH AND PROCESS FOR PRODUCING SAME	Divisional	Granted
PRFL0189PUS	08/663033	7-Jun-1996	5779782	14-Jul-1998	MECHANICALLY BONDED FIBER MULCH AND PROCESS FOR PRODUCING SAME	Normal	Granted
PRFL0190PUS	08/795253	10-Feb-1997	6076299	20-Jun-2000	MULCHING PELLETS	Normal	Granted
PRFL0206PRV					HYDRAULICALLY APPLIED FIBER MULCH CONTAINING JUTE	Provisional	Abandoned

PRFL0207PUS					WOOD FIBER MAT FOR SOIL APPLICATION	Normal	Abandoned
PRFL0208PUS					MULCH COMPOSITIONS FOR SEEDLING ESTABLISHMENT	Normal	Abandoned
PRFL0210PUS	09/448240	24-Nov-1999	6349499	26-Feb-2002	ARTIFICIAL MULCH FOR SEED ESTABLISHMENT	Normal	Granted
PRFL0214PUS	09/598657	21-Jun-2000	6360478	26-Mar-2002	MECHANICALLY BONDED FIBER MULCH AND PROCESS FOR PRODUCING SAME	Normal	Granted
PRFL0216PUS	08/936701	24-Sep-1997			FLOATING TRANSLOADER FOR BULK PRODUCTS	Normal	Abandoned
PRFL0218PUS	09/565631	10-Aug-1998	6358312	19-Mar-2002	SPORTS FIELD SOIL CONDITIONER	Divisional	Granted
PRFL0232PUS	07/947946	18-Sep-1992	5330828	19-Jul-1994	WOOD FIBER MAT FOR SOIL APPLICATIONS	Continuation	Granted
PRFL0233PUS	07/748674	22-Aug-1991	5302445	12-Apr-1994	PROCESS FOR MAKING A REINFORCED FIBROUS MAT AND PRODUCT MADE THEREFROM	Normal	Granted
PRFL0234PUS	08/265458	24-Jun-1994	5484501	16-Jan-1996	METHOD OF MANUFACTURING AN IMPROVED WOOD FIBER MAT FOR SOIL APPLICATIONS	Continuation	Granted
PRFL0253PUS	10/289922	7-Nov-2002	6729807	4-May-2004	INTEGRAL LOFTY POLYMER GRID AND FIBER WEB MATRIX TURF REINFORCEMENT MATS	Normal	Granted
PRFL0268PUS	10/957785	4-Oct-2004			NETLESS FIBER MULCH MATS BOUND WITH BICOMPONENT FIBERS	Normal	On Appeal
PRFL0277PUSA	10/545510	7-May-2004			COMPOSITE FIBER ENVIRONMENTAL FILTRATION MEDIA CONTAINING FLOCCULANT	US National	Abandon per client (11/14/12 email from KS)
PRFL0283PUS	11/158592	22-Jun-2005			MANDREL-WOUND FLOCCULANT-CONTAINING FIBER FILTRATION TUBES	Normal	Abandoned
PRFL0283PUS1	12/273640	19-Nov-2008	7883291	2-Aug-2011	MANDREL-WOUND FLOCCULANT-CONTAINING FIBER FILTRATION TUBES	Continuation	Issued
PRFL0296PUS					AHIZOSPHERE NUTRIENT SYSTEM	Normal	Abandoned
PRFL0297PRV	60/885449	18-Jan-2007			ANIMAL LITTER	Provisional	Abandoned

TRADEMARK
REEL: 005059 FRAME: 0825

PRFL0297PUSP	12/015583	17-Jan-2008			ANIMAL LITTER	Normal	On Appeal
PRFL0297PUSP1	12/561393	17-Sep-2009			ANIMAL LITTER	Continuation in Part	Under Examination
PRFL0298PUS	11/619831	4-Jan-2007	7854926	21-Dec-2010	BIOLOGICAL SOIL NUTRIENT SYSTEM	Normal	Issued
PRFL0298PUS1	12/878,270	9-Sep-2010			BIOLOGICAL SOIL NUTRIENT SYSTEM	Continuation in Part	Under Examination
PRFL0303PRV	60/891570	26-Feb-2007			POROUS AND NON POROUS PARTICLE REINFORCEMENT FOR VISCOUS HYDRAULIC MATRICES	Provisional	Expired
PRFL0303PUSP	12/036417	25-Feb-2008	7752804	13-Jul-2010	POROUS AND NON POROUS PARTICLE REINFORCEMENT FOR VISCOUS HYDRAULIC MATRICES	Normal	Granted
PRFL0303PUSP1	12/794174	Jun-04-2010	8256159	4-Sep-2012	POROUS AND NON POROUS PARTICLE REINFORCEMENT FOR VISCOUS HYDRAULIC MATRICES	Continuation in Part	Issued
PRFL0356PUS	11/352384	10-Feb-2006	7484330	3-Feb-2009	BLENDED MULCH PRODUCT AND METHOD OF MAKING SAME	Normal	Granted
PRFL0356PUS1	12/343567	10-Feb-2006	7966765	28-Jun-2011	BLENDED MULCH PRODUCT AND METHOD OF MAKING SAME	Divisional	Granted
PRFL0357PUS	11/352439	10-Feb-2006	7681353	23-Mar-2010	EROSION CONTROL MEDIUM	Normal	Granted
PRFL0358PUS	11/355509	15-Feb-2006			BLENDED MULCH PRODUCTS FOR SPRAY APPLICATION TO A SURFACE	Normal	Abandoned per Client
PRFL0367PRV	61/077909	3-Jul-2008			VISUAL ATTENUATION SYSTEM	Provisional	Expired
PRFL0367PUSP	12/496907	2-Jul-2009	8256158	4-Sep-2012	VISUAL ATTENUATION COMPOSITIONS AND METHODS OF MAKING SAME	Continuation in Part	Issued
PRFL0367PUSP1	12/496900	2-Jul-2009			VISUAL ATTENUATION COMPOSITIONS AND METHODS OF MAKING SAME	Continuation in Part	Pending
PRFL0386PRV	61/148272	29-Jan-2009			DRY ACID NUTRIENT COMPOSITION	Provisional	Expired

PRFL0386PUSP	12/696462	29-Jan-2010			DRY ACID SOIL TREATMENT COMPOSITION	Normal	Under Examination
PRFL0421PRV	61/253977	22-Oct-2009			FLOCCULANT COMPOSITION FOR DEWATERING SOLIDS LADEN SLURRIES	Provisional	Abandon
PRFL0421PUSP	12/899650	Oct-07-2010			FLOCCULANT COMPOSITION FOR DEWATERING SOLIDS LADEN SLURRIES	Normal	Published
PRFL0428PRV	61/308417	26-Feb-2010			ARTIFICIAL SPORTS FIELD INFILL COMPOSITION	Provisional	Expired
PRFL0428PUSP	13/033003	Feb-23-2011			ARTIFICIAL SPORTS FIELD INFILL COMPOSITION	Normal	Pending
PRFL0445PRV	61/375263	Aug-22-2010			Guar Based Organic Fertilizer	Provisional	Expired
PRFL0446PRV	61/379779	Sep-03-2010			Water Filtration Device and Method of Using the Same	Provisional	Expired
PRFL0448PRV					Residual Disinfection of Water	Provisional	Pending

Foreign

Case Ref.	Application No.	Application Date	Patent No.	Issue Date	Title	Category Description	Case Status
PRFL0277PCA	2569099	May-07-2004	2569099	12-Jul-11	COMPOSITE FIBER FILTRATION TUBES CONTAINING FLOCCULANT	PCT Canadian National	Granted
PRFL0277PCT	PCT/US04/014464	May-07-2004			COMPOSITE FIBER FILTRATION TUBES CONTAINING FLOCCULANT	PCT	Expired
PRFL0268PCA	2522304	Oct-04-2005			NETLESS FIBER MULCH MATS BOUND WITH BICOMPONENT FIBERS	Canadian	Pending

PRFL0283PCT	PCT/US2006/024403	Jun-22-2006			MANDREL-WOUND FLOCCULANT-CONTAINING FIBER FILTRATION TUBES	PCT	Expired
PRFL0297PCA	2618257	Jan-18-2008			ANIMAL LITTER	Canadian	Abandon per client (11/14/12 email from KS)
PRFL0298PCA	2616578	Dec-27-2007			BIOLOGICAL SOIL NUTRIENT SYSTEM	Canadian	Issued
PRFL0303PCA	2622239	Feb-26-2008	2622239	19-Jun-12	POROUS AND NON POROUS PARTICLE REINFORCEMENT FOR VISCOUS HYDRAULIC MATRICES	Canadian	Granted
PRFL0359PCA	2535801	Feb-09-2006		11-Jun-12	A BLENDED MULCH PRODUCT, AN EROSION CONTROL MEDIUM AND METHOD OF MAKING SAME	Canadian	Issued
PRFL0360PCA	2536538	Feb-14-2006			BLENDED MULCH PRODUCTS FOR SPRAY APPLICATION TO A SURFACE	Canadian	Abandoned
PRFL0421PCA	2718196	Oct-20-2010			FLOCCULANT COMPOSITION FOR DEWATERING SOLIDS LADEN SLURRIES	Standard	Pending
PRFL0446PCT	PCT /US11/50133	Sep-01-2011			Water Filtration Device and Method of Using the Same	PCT	Nat'l Phase coming up - JEN working on
PRFL0446PCN	201180003882.1	Mar-19-2012			Water Filtration Device and Method of Using the Same	Chinese	Pending

TRADEMARKS

Trademark	Country	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Owner
ACTIZORB	United States of America	Registered	74/200090	03-Sep-1991	1798470	12-Oct-1993	Profile Products LLC
AQUAGBL	United States of America	Registered	77/405058	25-Feb-2008	3536404	25-Nov-2008	Profile Products LLC
AQUA-PHIX	United States of America	Registered	77/366699	08-Jan-2008	3588575	10-Mar-2009	Profile Products LLC
BIOCOVER	United States of America	Registered	77/863851	03-Nov-2009	3851536	21-Sep-2010	Terra-Mulch Products, LLC
BIOPRIME	United States of America	Registered	77/348685	11-Dec-2007	3683811	15-Sep-2009	Profile Products LLC
COCOFLEX	United States of America	Registered	77/062464	12-Dec-2006	3463068	08-Jul-2008	Profile Products LLC
CON-TACK	United States of America	Registered	74/145843	07-Mar-1991	1709067	18-Aug-1992	Terra-Mulch Products, LLC
CONWED FIBERS	United States of America	Registered	77/737050	14-May-2009	3792263	25-May-2010	Terra-Mulch Products, LLC
COVERGROW	United States of America	Pending	85/828879	22-Jan-2013			Profile Products LLC
DIAMOND DESIGN	United States of America	Registered	78/785184	04-Jan-2006	3158735	17-Oct-2006	Terra-Mulch Products, LLC
ECOAEGIS	United States of America	Registered	75/025262	29-Nov-1995	2174165	21-Jul-1998	Profile Products LLC
ECOBLEND	United States of America	Registered	78/769550	08-Dec-2005	3535453	18-Nov-2008	Profile Products LLC
ECOCOVER	United States of America	Allowed	77/859180	28-Oct-2009			Profile Products LLC
ECOFIBRE	United States of America	Registered	73/791504	06-Apr-1989	1678739	10-Mar-1992	Profile Products LLC
ECOFLEX	United States of America	Registered	78/760603	23-Nov-2005	3158431	17-Oct-2006	Profile Products LLC

ECOMATRIX	United States of America	Registered	78/558042	15-Mar-2005	3216991	13-Mar-2007	Profile Products LLC
ENGINEERED FIBER MATRIX	United States of America	Registered	85/605187	23-Apr-2012	4259499	11-Dec-2012	Profile Products LLC
ENVIROBLEND	United States of America	Registered	77/845089	09-Oct-2009	3799000	8-Jun-2010	Terra-Mulch Products, LLC
ENVIRONET	United States of America	Registered	77/230332	16-Jul-2007	3525197	28-Oct-2008	Profile Products LLC
FGM	United States of America	Registered	77/266823	29-Aug-2007	3460925	08-Jul-2008	Profile Products LLC
FIBERBOND ULTRA	United States of America	Registered	77/405045	25-Feb-2008	3536402	25-Nov-2008	Profile Products LLC
FIBERLOCK	United States of America	Registered	77/405052	25-Feb-2008	3536403	25-Nov-2008	Profile Products LLC
FIBERMAX	United States of America	Registered	77/404915	25-Feb-2008	3656524	21-Jul-2009	Profile Products LLC
FIELD & FAIRWAY	United States of America	Registered	78/775883	19-Dec-2005	3277680	07-Aug-2007	Profile Products LLC
FLEXIBLE CONTROL MEDIUM	United States of America	Registered	78/785192	04-Jan-2006	3339440	20-Nov-2007	Terra-Mulch Products, LLC
FLEXIBLE GROWTH MEDIUM	United States of America	Registered	77/271036	05-Sep-2007	3460948	08-Jul-2008	Profile Products LLC
FLEXTERRA	United States of America	Registered	76/574311	04-Feb-2004	3165631	31-Oct-2006	Profile Products LLC
FLEXTERRA FGM	United States of America	Registered	78/429605	03-Jun-2004	3086437	25-Apr-2006	Profile Products LLC
FLOCLOC	United States of America	Registered	77/405110	25-Feb-2008	3536405	25-Nov-2008	Profile Products LLC
FUTERRA	United States of America	Registered	74/154492	05-Apr-1991	1743935	29-Dec-1992	Terra-Mulch Products, LLC
FUTERRA and Design	United States of America	Registered	74/194398	13-Aug-1991	1772465	18-May-1993	Terra-Mulch Products, LLC
GAME SAVER	United States of America	Registered	75/510065	29-Jun-1998	2255712	22-Jun-1999	Profile Products LLC
GREEN DESIGN ENGINEERING	United States of America	Registered	78/956764	21-Aug-2006	3535733	18-Nov-2008	Profile Products LLC
GREENARMOR	United States of America	Registered	77/455387	23-Apr-2008	3549527	23-Dec-2008	Profile Products LLC

GREENS GRADE FORTIFIED RZ	United States of America	Registered	77/348648	11-Dec-2007	3655452	14-Jul-2009	Profile Products LLC
HP-FGM	United States of America	Registered	77/964469	22-Mar-2010	3921088	15-Feb-2011	Profile Products LLC
HYDRO MULCH	United States of America	Registered	72/436115	19-Sep-1972	972706	13-Nov-1973	Terra-Mulch Products, LLC
HYDRO-BLANKET	United States of America	Registered	78/599928	01-Apr-2005	3079318	11-Apr-2006	Terra-Mulch Products, LLC
HYDROCOVER	United States of America	Registered	77/275451	10-Sep-2007	3513777	07-Oct-2008	Terra-Mulch Products, LLC
HYDRO-SPRAY	United States of America	Registered	75/629784	26-Jan-1999	2300113	14-Dec-1999	Terra-Mulch Products, LLC
JET-SPRAY	United States of America	Registered	76/310214	10-Sep-2001	2570078	14-May-2002	Profile Products LLC
KEEP AMERICA PLAYING	United States of America	Registered	77/053097	29-Nov-2006	3465165	15-Jul-2008	Profile Products LLC
MOUNDMASTER	United States of America	Registered	75/073668	18-Mar-1996	2150081	14-Apr-1998	Profile Products LLC
MULCH PRO and Design	United States of America	Registered	76/560417	24-Oct-2003	2985922	16-Aug-2005	Terra-Mulch Products, LLC
NETLESS	United States of America	Registered	76/545088	03-Sep-2003	3015961	15-Nov-2005	Profile Products LLC
PERMOPORE	United States of America	Registered	77/652757	20-Jan-2009	3911600	25-Jan-2011	Profile Products LLC
PRO LEAGUE	United States of America	Registered	75/475226	27-Apr-1998	2449549	08-May-2001	Profile Products LLC
PRO LEAGUE HERITAGE RED	United States of America	Registered	85/049306	27-May-2010	3949282	19-Apr-2011	Profile Products LLC
PROCLEANSE	United States of America	Registered	85/099655	04-Aug-2010	4046528	25-Oct-2011	Profile Products LLC
PROFESSIONAL MOUND CLAY	United States of America	Registered	77/320082	02-Nov-2007	3662429	04-Aug-2009	Profile Products LLC
PROFIELD	United States of America	Registered	75/509970	29-Jun-1998	2288806	26-Oct-1999	Profile Products LLC
PROFILE	United States of America	Registered	77/038527	07-Nov-2006	3585175	10-Mar-2009	Profile Products LLC
PROFILE and Design	United States of America	Registered	77/038157	07-Nov-2006	3735577	12-Jan-2010	Profile Products LLC

PROFILE ECOSOLUTIONS	United States of America	Pending	85/769047	01-Nov-2012			Profile Products LLC
PROMATRIX	United States of America	Registered	85/482634	29-Nov-2011	4219468	2-Oct-2012	Profile Products LLC
PROPLUS	United States of America	Registered	76/568789	02-Jan-2004	2915905	04-Jan-2005	Profile Products LLC
QUICK DRY	United States of America	Registered	77/167135	27-Apr-2007	3371911	22-Jan-2008	Profile Products LLC
ROLL-LAWN	United States of America	Registered	74/258592	24-Mar-1992	1772468	18-May-1993	Terra-Mulch Products, LLC
ROLL-LAWN and Design	United States of America	Registered	74/194397	13-Aug-1991	1772464	18-May-1993	Terra-Mulch Products, LLC
SEED AIDE	United States of America	Registered	75/213512	16-Dec-1996	2189875	15-Sep-1998	Terra-Mulch Products, LLC
SEED AIDE AERO	United States of America	Registered	77/582331	30-Sep-2008	3723483	8-Dec-2009	Terra-Mulch Products, LLC
SEED PROTECTOR	United States of America	Registered	75/390490	14-Nov-1997	2319737	15-Feb-2000	Terra-Mulch Products, LLC
SLIKCOLOR	United States of America	Registered	77/408582	28-Feb-2008	3539785	02-Dec-2008	Profile Products LLC
SLIKSHOT	United States of America	Registered	77/717338	20-Apr-2009	3708449	10-Nov-2009	Terra-Mulch Products, LLC
SODIUM-PHIX	United States of America	Registered	77/774710	06-Jul-2009	3848730	14-Sep-2010	Profile Products LLC
SOIL COVER	United States of America	Registered	77/679944	27-Feb-2009	3733570	05-Jan-2010	Terra-Mulch Products, LLC
SOLUTIONS FOR YOUR ENVIRONMENT	United States of America	Allowed	85/289942	08-Apr-2011			Profile Products LLC
SPORTS DESIGN	United States of America	Registered	74/226712	02-Dec-1991	1742589	29-Dec-1992	Profile Products LLC
SPRAY IT DON'T LAY IT. and Design	United States of America	Registered	85/377540	21-Jul-2011	4118218	27-Mar-2012	Profile Products LLC
TACKDOWN	United States of America	Registered	77/405035	25-Feb-2008	3536401	25-Nov-2008	Profile Products LLC
TACKING AGENT 3	United States of America	Registered	76/310213	10-Sep-2001	2570077	14-May-2002	Profile Products LLC
TERRA MULCH and Design	United States of America	Registered	75/496742	05-Jun-1998	2268870	10-Aug-1999	Terra-Mulch Products, L.L.C.

TERRA-BLEND	United States of America	Registered	76/545089	03-Sep-2003	2878938	31-Aug-2004	Terra-Mulch Products, LLC
TERRA-FLAGE	United States of America	Registered	77/466560	06-May-2008	4179648	7/24/2012	Terra-Mulch Products, LLC
TERRA-MATRIX	United States of America	Registered	78/711767	13-Sep-2005	3320453	23-Oct-2007	Profile Products LLC
TERRA-MULCH	United States of America	Registered	75/496741	05-Jun-1998	2268869	10-Aug-1999	Terra-Mulch Products, L.L.C.
TERRA-SHIELD	United States of America	Registered	77/348664	11-Dec-2007	3673790	25-Aug-2009	Terra-Mulch Products, LLC
TERRA-TUBES	United States of America	Registered	78/405950	21-Apr-2004	3169453	07-Nov-2006	Profile Products LLC
TERRA-WOOD	United States of America	Registered	76/545090	03-Sep-2003	2878939	31-Aug-2004	Terra-Mulch Products, LLC
THERMALLY REFINED	United States of America	Registered	76/551220	22-Sep-2003	2993423	06-Sep-2005	Profile Products LLC
TRIFLO	United States of America	Registered	77/688100	11-Mar-2009	3738089	12-Jan-2010	Terra-Mulch Products, LLC
TRIPLESTART	United States of America	Pending	85/799935	11-Dec-2012			Profile Products LLC
TURFACE	United States of America	Registered	77633	13-Jul-1959	696610	26-Apr-1960	Profile Products LLC
TURFACE	United States of America	Registered	75/512337	02-Jul-1998	2303752	28-Dec-1999	Profile Products LLC
TURFACE ALL SPORT	United States of America	Registered	75/510062	29-Jun-1998	2406862	21-Nov-2000	Profile Products LLC
TURFACE MVP	United States of America	Registered	75/509971	29-Jun-1998	2230966	09-Mar-1999	Profile Products LLC
TURFACE PROFESSIONAL MOUND CLAY	United States of America	Registered	75/290665	08-May-1997	2197477	20-Oct-1998	Profile Products LLC
TURFACE QUICK DRY	United States of America	Registered	75/509972	29-Jun-1998	2257249	29-Jun-1999	Profile Products LLC
ZORB-ALL	United States of America	Registered	68627	27-Feb-1959	687368	27-Oct-1959	Profile Products LLC
FLEXTERRA	Brazil	Pending	830348921	14-Jul-2009			Profile Products LLC
PROFILE	Brazil	Pending	830348930	14-Jul-2009			Profile Products LLC
PROFILE	Brazil	Pending	830348905	14-Jul-2009			Profile Products LLC
PROFILE	Brazil	Pending	830348948	14-Jul-2009			Profile Products LLC

PROFILE	Brazil	Pending	830348913	14-Jul-2009			Profile Products LLC
COCOFLEX	Canada	Registered	1346118	04-May-2007	722377	27-Aug-2008	Profile Products LLC
CONWED FIBERS	Canada	Registered	1457805	03-Nov-2009	792725	11-Mar-2011	Terra-Mulch Products, LLC
DIAMOND DESIGN	Canada	Registered	1282230	07-Dec-2005	682326	23-Feb-2007	Terra-Mulch Products, LLC
ECOAEGIS	Canada	Registered	798119	23-Nov-1995	497113	06-Jul-1998	Terra-Mulch Products, LLC
ECOBRITE	Canada	Registered	606266	04-May-1988	359948	01-Sep-1989	Terra-Mulch Products, LLC
ECOFIBRE	Canada	Registered	624782	03-Feb-1989	372080	17-Aug-1990	Terra-Mulch Products, LLC
ECOFLEX	Canada	Registered	1280630	23-Nov-2005	676786	10-Nov-2006	Terra-Mulch Products, LLC
ECOFLEX PLUS	Canada	Registered	1280631	23-Nov-2005	682610	28-Feb-2007	Terra-Mulch Products, LLC
ECOMAT	Canada	Registered	691130	07-Oct-1991	425224	18-Mar-1994	Terra-Mulch Products, LLC
ECOMATRIX	Canada	Registered	1230094	13-Sep-2004	652968	18-Nov-2005	Terra-Mulch Products, LLC
ENVIROBLEND	Canada	Registered	1473013	12-Mar-2010	792447	9-Mar-2011	Terra-Mulch Products, LLC
ENVIRONET	Canada	Registered	1356296	19-Jul-2007	737496	03-Apr-2009	Profile Products LLC
FLEXIBLE CONTROL MEDIUM	Canada	Registered	1282228	07-Dec-2005	682328	23-Feb-2007	Terra-Mulch Products, LLC
FLEXTERRA	Canada	Registered	1223342	05-Jul-2004	647556	08-Sep-2005	Profile Products LLC
GREENARMOR	Canada	Registered	1415652	23-Oct-2008	766685	13-May-2010	Profile Products LLC
HP-FGM	Canada	Registered	1486807	28-Jun-2010	819742	13-Mar-2012	Profile Products LLC
HYDROCOVER	Canada	Registered	1380484	24-Jan-2008	759089	9-Feb-2010	Terra-Mulch Products, LLC
MVP	Canada	Registered	895433	04-Nov-1998	562687	28-May-2002	Profile Products LLC
PRO LEAGUE	Canada	Registered	887853	19-Aug-1998	520723	17-Dec-1999	Profile Products LLC
PRO LEAGUE HERITAGE RED	Canada	Pending	1492606	17-Aug-2010			Profile Products LLC
PROFILE	Canada	Registered	1346120	04-May-2007	737472	03-Apr-2009	Profile Products LLC
PROFILE	Canada	Registered	887852	19-Aug-1998	558526	26-Feb-2002	Profile Products LLC

PROFILE	Canada	Registered	727851	28-Apr-1993	457616	24-May-1996	Profile Products LLC
PROFILE	Canada	Registered	890458	16-Sep-1998	558513	26-Feb-2002	Profile Products LLC
PROFILE and Design	Canada	Registered	1346121	04-May-2007	759557	16-Feb-2010	Profile Products LLC
QUICK DRY	Canada	Registered	1364026	18-Sep-2007	727623	03-Nov-2008	Profile Products LLC
QUICK DRY	Canada	Registered	895432	04-Nov-1998	528537	30-May-2000	Profile Products LLC
SEED AIDE	Canada	Registered	1429481	02-Mar-2009	775631	27-Aug-2010	Terra-Mulch Products, LLC
SLIKSHOT	Canada	Registered	1450928	08-Sep-2009	783844	1-Dec-2010	Terra-Mulch Products, LLC
SPORTS DESIGN	Canada	Registered	700085	02-Mar-1992	413166	04-Jun-1993	Profile Products LLC
TERRA-FLAGE	Canada	Allowed	1416607	31-Oct-2008			Terra-Mulch Products, LLC
TERRA-MATRIX	Canada	Registered	1294635	07-Mar-2006	691913	12-Jul-2007	Profile Products LLC
TRIFLO	Canada	Registered	1450926	08-Sep-2009	790423	11-Feb-2011	Terra-Mulch Products, LLC
TURFACE	Canada	Registered	895435	04-Nov-1998	549792	16-Aug-2001	Profile Products LLC
TURFACE	Canada	Registered	272502	14-Nov-1962	131312	07-Jun-1963	Profile Products LLC
TURFACE MVP	Canada	Registered	895434	04-Nov-1998	551105	19-Sep-2001	Profile Products LLC
TURFACE QUICK DRY	Canada	Registered	895431	04-Nov-1998	552071	05-Oct-2001	Profile Products LLC
ZORB-ALL	Canada	Registered	272503	14-Nov-1962	132380	23-Aug-1963	Profile Products LLC
FLEXTERRA	China	Registered	7605043	10-Aug-2009	7605043	21-Nov-2010	Profile Products LLC
PERMOPORE	China	Pending	Not yet available	28-Mar-2012			Profile Products LLC
PPC	China	Pending	10764355	13-Apr-2012			Profile Products LLC
PROCLEANSE WATER FILTRATION and Design	China	Pending	10591614	09-Mar-2012			Profile Products LLC
PROFILE	China	Registered	7605047	10-Aug-2009	7605047	14-Nov-2010	Profile Products LLC
PROFILE	China	Pending	7605046	10-Aug-2009			Profile Products LLC

TRADEMARK
REEL: 005059 FRAME: 0835

PROFILE	China	Registered	7605045	10-Aug-2009	7605045	21-Nov-2010	Profile Products LLC
PROFILE	China	Pending	7605044	10-Aug-2009			Profile Products LLC
FLEXTERRA	Colombia	Registered	10-110421	07-Sep-2010	419271	14-Feb-2011	Profile Products LLC
PROFILE	Colombia	Registered	10-110416	07-Sep-2010	419269	14-Feb-2011	Profile Products LLC
PROMATRIX and Design	Colombia	Pending	12-230507	19-Dec-2012			Profile Products LLC
DIAMOND DESIGN	European Community	Registered	10822963	20-Apr-2012	10822963	18-Sep-2012	Terra-Mulch Products, LLC
ECOAEGIS	European Community	Registered	9118886	20-May-2010	9118886	2-Nov-2010	Terra-Mulch Products, LLC
ECOBLEND and Diamond Design	European Community	Registered	10823052	20-Apr-2012	10823052	20-Sep-2012	Terra-Mulch Products, LLC
ECOFLEX	European Community	Pending	9201112	24-Jun-2010			Terra-Mulch Products, LLC
ECOMATRIX	European Community	Registered	9118803	20-May-2010	9118803	14-Jan-2011	Terra-Mulch Products, LLC
FLEXTERRA	European Community	Registered	3888047	16-Jun-2004	3888047	11-Oct-2005	Profile Products LLC
PERMOPORE	European Community	Registered	10747509	22-Mar-2012	10747509	20-Aug-2012	Profile Products LLC
PROFILE	European Community	Registered	8401101	02-Jul-2009	8401101	1-Mar-2010	Profile Products LLC
CONWED FIBERS	India	Pending	2141586	06-May-2011			Terra-Mulch Products, LLC
FLEXTERRA	India	Pending	2141582	06-May-2011			Profile Products LLC
PROFILE	India	Pending	2181533	27-Jul-2011			Profile Products LLC
ECOAEGIS	Korea (South)	Registered	40-2011-3641	21-Jan-2011	40-923325	13-Jun-2012	Terra-Mulch Products, LLC
ECOFIBRE	Korea (South)	Pending	40-2011-3642	21-Jan-2011			Terra-Mulch Products, LLC
ECOFLEX	Korea (South)	Registered	40-2011-3643	21-Jan-2011	40-923156	12-Jun-2012	Terra-Mulch Products, LLC
FLEXTERRA	Korea (South)	Registered	402007-58814	15-Nov-2007	40-772934	17-Dec-2008	Profile Products LLC
PROFILE	Korea (South)	Registered	402008-29658	17-Jun-2008	40-810783	7-Jan-2010	Profile Products LLC

PROFILE	Korea (South)	Registered	412008-16472	17-Jun-2008	41-194288	22-Feb-2010	Profile Products LLC
PROFILE	Korea (South)	Registered	45-2009-2270	26-Jun-2009	45-34319	7-Apr-2011	Profile Products LLC
PROFILE in Korean Characters	Korea (South)	Registered	402008-29659	17-Jun-2008	40-810782	7-Jan-2010	Profile Products LLC
PROFILE in Korean Characters	Korea (South)	Registered	412008-16473	17-Jun-2008	41-194289	22-Feb-2010	Profile Products LLC
PROFILE with its Korean Characters	Korea (South)	Registered	402006-8892	21-Feb-2006	40-685846	16-Nov-2006	Profile Products LLC
PROFILE with its Korean Characters	Korea (South)	Registered	412008-16474	17-Jun-2008	41-194290	22-Feb-2010	Profile Products LLC
FLEXTERRA	Malaysia	Registered	2009-011739	15-Jul-2009	9011739	6-Dec-2012	Profile Products LLC
PROFILE	Malaysia	Registered	2009-011738	15-Jul-2009	9011738	13-Jan-2011	Profile Products LLC
PROFILE	Malaysia	Registered	2009-011743	15-Jul-2009	9011743	14-Sep-2011	Profile Products LLC
PROFILE	Malaysia	Registered	2009-011741	15-Jul-2009	9011741	14-Mar-2011	Profile Products LLC
PROFILE	Malaysia	Pending	2009-011742	15-Jul-2009			Profile Products LLC
GREENARMOR	Panama	Registered	176333	24-Oct-2008	176333	05-Jun-2009	Profile Products LLC
GREENARMOR	Panama	Registered	176334	24-Oct-2008	176334	05-Jun-2009	Profile Products LLC
FLEXTERRA	Singapore	Registered	T09/07293I	02-Jul-2009	T09072931	2-Jul-2009	Profile Products LLC
PROFILE	Singapore	Registered	T09/07291B	02-Jul-2009	T09/07291B	2-Jul-2010	Profile Products LLC