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
ECOSMART TECHNOLOGIES, INC.		11/14/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GIBRALTAR BUSINESS CAPITAL, LLC
Street Address:	400 SKOKIE BOULEVARD, STE 375
City:	NORTHBROOK
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2747713	BIOGANIC
Serial Number:	76119941	BIOGANIC
Serial Number:	76032912	BIOGANIC
Registration Number:	2577444	BIOGANIC
Registration Number:	2545701	BIOGANIC
Registration Number:	2747860	BIOGANIC SAFETY BRANDS
Registration Number:	2747714	BIOGANIC SAFETY BRANDS
Registration Number:	2658895	DEFOLIN-X
Registration Number:	2705280	ECO EXEMPT
Serial Number:	78907750	ECOEMULSIFIER
Registration Number:	2759457	ECOIPM
Registration Number:	3268732	ECOSMART
Registration Number:	3763653	ECOSMART
Registration Number:	3966816	ECOSMART - THE SAFE PESTICIDE BRAND TRADEMARK

REEL: 005198 FRAME: 0221

OP \$840.00

Registration Number:	2972176	ECOSMART
Registration Number:	3738272	ECOSMART BOTANICALS
Serial Number:	77563165	ECOSMART GREEN
Registration Number:	3729360	ECOSMART ORGANIC
Serial Number:	77512122	ECOSMART ORGANIC FUNGICIDE
Serial Number:	77512097	ECOSMART ORGANIC HERBICIDE
Serial Number:	77512066	ECOSMART ORGANIC INSECTICIDE
Serial Number:	77512153	ECOSMART ORGANIC REPELLENT
Registration Number:	3043271	ECOSMART TECHNOLOGIES, INC.
Registration Number:	3043272	ECOSMART TECHNOLOGIES, INC.
Registration Number:	2836982	ECOTROL
Registration Number:	2685732	HEXACIDE
Registration Number:	2772462	MATRAN
Serial Number:	78887642	POWERED BY ECOSMART BOTANICALS
Serial Number:	76216075	PUTTING FAMILIES FIRST
Serial Number:	78732089	PUTTING FAMILIES FIRST
Registration Number:	2619654	SHOOBUG
Registration Number:	2792302	SPORAN
Registration Number:	3641212	WITH ECOSMART BOTANICALS

CORRESPONDENCE DATA

Fax Number: 3127826690

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

via US Mail.

Phone: 312-456-0197

Email: NKONDZIOLKA@RSPLAW.COM

Correspondent Name: ANDREW M. SACHS

Address Line 1: 180 N. LA SALLE ST. STE 3300 Address Line 4: CHICAGO, ILLINOIS 60601

NAME OF SUBMITTER:	ANDREW M. SACHS
Signature:	/ANDREW M. SACHS/
Date:	01/22/2014

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Agreement, dated as of November 14, 2013, is made by and between ECOSMART TECHNOLOGIES, INC., a Delaware corporation, having a business location at the address set forth below under its signature (the "Debtor") and GIBRALTAR BUSINESS CAPITAL, LLC, a Delaware limited liability company, having a business location at the address set forth below under its signature (the "Secured Party").

RECITALS:

The Debtor and the Secured Party are parties to a Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. <u>Definitions</u>. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Copyrights: means the copyright registrations, applications and exclusive copyright licenses set forth in Exhibit A.

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit B.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit C.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Patents, Trademarks and Copyrights to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

- 3. Representations, Warranties and Agreements. Debtor represents, warrants and agrees as follows:
 - (a) Authority. This Agreement has been duly and validly authorized by all necessary action on the part of the Debtor.
 - (b) Copyrights. Exhibit A accurately lists all registered Copyrights owned or controlled by the Debtor as of the date hereof and accurately reflects in all material respects the existence and status of Copyrights and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, the Debtor owns or controls any registered Copyrights not listed on Exhibit A or if Exhibit A ceases to accurately reflect, in all material respects, the existence and status of applications and registrations pertaining to the Copyrights, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.
 - (c) Patents. Exhibit B accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have it assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit B, or if Exhibit B ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within thirty (30) days provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.
 - (d) Trademarks. Exhibit C accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit C or if Exhibit C ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit C, which upon acceptance by the Secured Party shall become part of this Agreement.
 - (e) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents, material Trademarks or Copyrights. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.
 - (f) **Title**. Debtor has absolute title to each Patent, Trademark and Copyright listed on **Exhibits A, B and C**, free and clear of all liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in Patents, Trademarks or Copyrights hereafter arising, absolute title to each such Patent, Trademark or Copyright free and

clear of all liens except Permitted Liens, and (ii) will keep all Patents, Trademarks and Copyrights free and clear of all liens except Permitted Liens.

- (g) No Sale. Debtor will not assign, transfer, encumber or otherwise dispose of the Patents, Trademarks or Copyrights, or any interest therein, without the Secured Party's prior written consent.
- (h) **Defense**. The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents, Trademarks and Copyrights against all claims or demands of all Persons.
- (i) Maintenance. Debtor will at its own expense maintain the Patents, Trademarks and Copyrights to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent, Trademark or Copyright, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least thirty (30) days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents, Trademarks or Copyrights, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.
- observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or, if Debtor notifies the Secured Party that it intends to abandon a Patent, Trademark or Copyright, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at the Secured Party's option, in the Secured Party may reasonably deem need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.
- (k) Costs and Expenses. The Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the default rate of interest set forth in the Loan Agreement.
- (l) **Power of Attorney**. To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its

delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents, Trademarks or Copyrights or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Copyrights to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents, Trademarks or Copyrights to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

- 4. <u>Debtor's Use of the Patents, Trademarks and Copyrights.</u> The Debtor shall be permitted to control and manage the Patents, Trademarks and Copyrights, including the right to exclude others from making, using or selling items covered by the Patents, Trademarks and Copyrights and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs.
- 5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.
- 6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:
 - (a) The Secured Party may exercise any or all remedies available under the Loan Agreement.
 - (b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents, Trademarks and Copyrights.
 - (c) The Secured Party may enforce the Patents, Trademarks and Copyrights and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.
- 7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. This Agreement shall terminate upon termination of the Loan Agreement. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the

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Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents, Trademarks and Copyrights at all or in any particular manner or order, or to apply any cash proceeds of Patents, Trademarks and Copyrights in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Illinois without regard to conflicts of law provisions, except that any exercise by Lender of its remedies under this Agreement pertaining to the Patents, Trademarks and Copyrights shall be conducted in accordance with the law of the applicable jurisdiction where Debtor's principal place of business is located. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date written above.

GIBRALTAR BUSINESS CAPITAL,	ECOSMART TECHNOLOGIES, INC., a
LLC, a Delaware limited liability company	Delaware corporation
By: Suffine	Bv:
Name: Scott Winicour	Name:
Title: Chief Operating Officer	Title:
400 Skokie Boulevard, Suite 375	20 Mansell Court, Suite 375
Northbrook, Illinois 60062	Roswell, Georgia 30076

TY0110

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IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date written above.

Name:

Title:

GIBR	CALTAR	BUSINES	S CAPI	ITAL,
LLC.	a Delawa	re limited	liability	company

ECOSMART TECHNOLOGIES, INC., a

Delaware corporation

Name: Scott Winicour

Title: Chief Operating Officer

400 Skokie Boulevard, Suite 375 Northbrook, Illinois 60062 20 Mansell Court, Suite 375

Roswell, Georgia 30076

б

EXHIBIT A

INTELLECTUAL PROPERTY SECURITY AGREEMENT COPYRIGHTS

NONE

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EXHIBIT B

PATENTS

Country Description	Application Number	Application Date	Patent Number	Grant Date
Argentina	P060101673	4/26/2006		
Argentina	P000100978	3/6/2000		
Argentina	P990106215	12/7/1999		
Argentina	P990106217	12/7/1999		
Argentina	P990104963	9/30/1999		
Argentina	P000103242	6/28/2000	AR020576	7/18/2006
Argentina	P000103243	6/28/2000	AR020577	6/30/2006
Argentina	P000103244	6/28/2000	AR020578	7/18/2006
Argentina	P00103241	6/28/2000	020575	5/31/2006
Argentina	P000104063	8/7/2000		
Argentina	P990103938	8/6/1999	AR020128	6/29/2006
Argentina	P010100720	2/16/2001		
Argentina	P010102542	5/28/2001	032459	12/28/2006
Australia	72512/98	4/23/1998	729,441	4/23/1998
Brazil	P19406551-9	5/20/1994		
Brazil	PI9916879-0	12/7/1999		
Brazil	PI9912691-5	7/28/1999		
Brazil	PI0111486-7	5/24/2001		
Brazil	PI0407009-7	1/28/2004		
Canada	2,291,121	4/23/1998	2,291,121	12/2/2003
Canada			2,163,246	2/8/2000
China P.R.	98805874.X	4/23/1998	ZL98805874	10/26/2005
China P.R.	99809097.2	7/28/1999	ZL99809097.2	5/21/2008
China P.R.	99814148.8	12/7/1999	ZL99814148.8	1/7/2009
China P.R.	200810088509.0	3/28/2008		
China P.R.	200810088508.6	3/28/2008		
China P.R.	200810088510.3	3/26/2008		
Czech Republic	2001-1979	12/7/1999		
Eurasian Patent Convention	199900999	4/23/1998	002159	12/29/2001
European Patent Convention	99937574,4	7/28/1999	1102540	10/12/2005
European Patent Convention	01939355.2	5/24/2001	1301072	11/9/2005
European Patent Convention	EP 02 80 5190			
European Patent Convention	94917474.2	4/30/1998		
European Patent Convention	98919807.2			
European Patent Convention	94917474.2	5/20/1994	0697811	
European Patent Convention	99966020,2	12/7/1999	1137426	10/26/2005

European Patent Convention	01910795.2	2/16/2001		
European Patent Convention	04705978.7	1/28/2004		
European Patent Convention	07002822.0	2/9/2007	:	
European Patent Convention	07002824.6	2/9/2007	- 	
European Patent Convention	07002823.8	2/9/2007	:	
France	00943212.1	6/28/2000	1199935	9/22/2004
France	99937574.4	7/28/1999	1102540	10/12/2005
France	01939355.2	5/24/2001	1301072	11/9/2005
France	94917474.2	5/20/1994	0697811	
France	99966020.2	12/7/1999	1137426	10/12/2005
Germany	1199935	6/28/2000	60014100.4	9/22/2004
Germany	1102540	7/28/1999	69928672.7	10/12/2005
Germany	1301072	5/24/2001	60114831.2	11/9/2005
Germany	94917474.2	5/20/1994	697811	
Germany	1137426	12/7/1999	69928000.1	10/12/2005
Great Britain	00943212.1	6/28/2000	1199935	9/22/2004
Great Britain	99937574.4	7/28/1999	1102540	10/12/2005
Great Britain	01939355.2	5/24/2001	1301072	11/9/2005
Great Britain	94917474.2	5/20/1994	0697811	
Great Britain	99966020.2	12/7/1999	1137426	10/12/2005
Hong Kong	07111529.0	10/25/2007		
Hong Kong	07111472.7	10/24/2007		
Hong Kong	07111471.8	10/24/2007		
Heng Kong		***************************************	HK1025883	
Hungary	P 95 03245		218,164	5/20/1994
India	1700/DEL/96	7/30/1996	212542	12/4/2007
India	00263/MUMNP/2006	3/7/2006		
India	1698/DEL/96	7/30/1996	185196	
India	1145/DEL/98	4/29/1998		
Ireland	01939355.2	5/24/2001	1301072	11/9/2005
Ireland			1,137,426	
Israel	119,588	11/8/1996	119,588	2/22/2001
Israel	140849	7/28/1999	140849	4/16/2006
Italy	00943212.1	6/28/2000	1199935	9/22/2004
Italy	99937574.4	7/28/1999	1102540	10/12/2005
Italy	01939355.2	5/24/2001	1301072	11/9/2005
Italy	94917474.2	5/20/1994	0697811	
Italy	99966020.2	12/7/1999	1137426	10/12/2005
Japan	11-502392	4/23/1998	3258340	12/7/2001
Japan	2003552060			
Japan	2000-561831	7/28/1999		
Japan	2001-587576	5/24/2001		

Japan	2006-503007	1/28/2004		
Japan			····	
Kampuchea	K Chh/RBT/08/00025	4/30/2008	:	
Mexico	2004/006012	6/18/2004	222,038	9/9/2004
Mexico	PA/a/2001/000697	7/28/1999	242459	12/5/2006
Mexico	2004/006012	6/18/2004		
Mexico	PA/a/2001-005641	12/7/1999	240096	9/7/2006
Mexico	PA/a/2005/007926	1/28/2004		
New Zealand	72512/98	4/23/1998	501217	4/23/2005
New Zealand	527850	8/26/2003	527850	11/11/2004
New Zealand				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Norway				
Patent Cooperation Treaty	US02/40384	12/17/2002	267116	
Patent Cooperation Treaty	PCT/US2008/062062	4/30/2008		
Patent Cooperation Treaty	94/05823	5/20/1994		
Poland			174547	11/6/1998
Poland				
Republic of Korea	99.7011423	4/23/1998	545316	1/16/2006
Republic of Korea	10-7001171	7/28/1999	10-0912554	8/10/2009
Republic of Korea	95-705178	11/20/1995	220924	6/24/1999
Republic of Korea	20047009485	6/17/2004		
Russian Federation	2001115133	12/7/1999	2252772	5/27/2005
Russian Federation	95122576	5/20/1994	2146446	
Spain	00943212.1	6/28/2000	1199935	9/22/2004
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Spain	01939355.2	5/24/2001	1301072	11/9/2005
Spain	94917474.2	5/20/1994	0697811	
Spain	99966020,2	12/7/1999	1137426	10/12/2005
Taiwan	97115873	4/30/2008		
Taiwan	88121379	2/11/2000		
United States	10/023,145	12/18/2001	6,841,577	1/11/2005
United States	08/657,585	6/7/1996	6,114,384	9/5/2000
United States	09/655,797	9/1/2000	6,395,789	5/28/2002
United States	09/056,712	4/8/1998	6,183,767	2/6/2001
United States	08/065,594	5/21/1993	5,439,690	8/8/1995
United States	08/870,560	6/6/1997	6,004,569	12/12/1999
United States	08/553,475	11/9/1995	5,693,344	12/2/1997
United States	09/517,620	3/3/2000	6,506,707	1/14/2003
United States	10/190,667	7/9/2002	6,812,258	11/2/2004
United States	09/362,189	7/28/1999	6,849,614	2/1/2005
United States	09/340,391	6/28/1999	6,986,898	1/17/2006
United States	09/984,502	10/30/2001	6,689,395	2/10/2004

United States	09/604,157	6/27/2000	6,858,653	2/22/2005
United States	09/604,158	6/27/2000	6,887,899	5/3/2005
United States	09/604,397	6/27/2000	6,531,163	3/11/2003
United States	09/633,621	8/7/2000	6,949,587	9/27/2005
United States	11/046,239	1/31/2005	7,250,175	7/31/2007
United States	10/759,177	1/20/2004	7,291,650	11/6/2007
United States	10/810,859	3/29/2004	7,109,240	9/19/2006
United States	11/046,241	1/31/2005	7,320,966	1/22/2008
United States	11/046,240	1/31/2005	7,351,420	4/1/2008
United States	11/046,244	1/31/2005	7,361,366	4/22/2008
United States	11/046,231	1/31/2005	7,476,397	1/13/2009
United States	11/261,596	10/31/2005	7,357,939	4/15/2008
United States	11/261,597	10/31/2005	7,438,923	10/21/2008
United States	11/261,598	10/31/2005	7,241,806	7/10/2007
United States	11/261,755	10/31/2005	7,238,726	7/3/2007
United States	11/830,529	7/30/2007	7,537,777	5/26/2009
United States	11/830,544	7/30/2007	7,531,189	5/12/2009
United States	11/830,616	7/30/2007	7,534,447	5/19/2009
United States	12/424,415	4/15/2009	7,988,985	8/2/2011
United States	11/621,070	1/8/2007		
United States	11/737,056	4/18/2007		
United States	11/746,927	5/10/2007		
United States	11/830,561	7/30/2007		
United States	11/830,591	7/30/2007		
United States	11/830,634	7/30/2007		
United States	12/024,809	2/1/2008		
United States	12/046,782	3/12/2008		
United States	12/112,632	4/30/2008		
United States	61/169,531	4/15/2009		
United States	12/543,406	8/18/2009		
United States	12/598,353	10/30/2009		
United States	61704557	9/23/2012		·····
United States	09/302,198			
United States	09/469,766	12/22/1999	6,372,801	4/16/2002
United States	09/469,767	12/22/1999	6,331,572	12/18/2001
United States	09/469.769	12/22/1999	6,329,433	12/11/2001
United States	09/469,770	12/22/1999	6,372,803	4/16/2002
United States	09/469.772	12/22/1999	6,342,536	1/29/2002
United States	09/469,771	12/22/1999	6,333,360	12/25/2001
United States	09/469,768	12/22/1999	6,342,535	1/29/2002
United States	09/469.764	12/22/1999	6,340,710	1/22/2002
United States	09/469,765	12/22/1999	6,376,556	4/23/2002

United States	US98/07939	4/23/1998		
United States				
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United States				
United States				
United States	09/604,082	6/27/2000		
United States	10/269,870	10/15/2002	6,974,584	12/13/2005
United States	10/270,134	10/15/2002	6,969,522	11/29/2005
United States	09/578,707	5/26/2000	6,534,099	3/18/2003
United States	09/578,724	5/26/2000	6,713,518	3/30/2004
United States	09/865,461	5/29/2001	6,555,121	4/29/2003
United States	10/765,093	1/28/2004		
United States	10/770,386	2/4/2004	7,008,649	3/7/2006
United States	11/261,595	10/31/2005		
United States	60/712,824	9/1/2005		
United States	60/713,718	9/6/2005		
United States	61/089,841	8/18/2008		
United States	61/090,263	8/20/2008		
United States	11/469,823	9/1/2006		
United States	11/621,898	1/10/2007		
United States	60/887,770	2/1/2007		
United States	60/914,941	4/30/2007		
United States	11/830,602	7/30/2007	7,618,645	11/17/2009
United States				

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EXHIBIT C

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

COUNTRY	MARK	N&V REF	STATUS	APPLN NO	APPLN DATE	REG DATE	REG NO	RENEWAL DATE	CLASS NO
Argentina	ECOSMART	4397- 0048	Registered	2725476	1/24/2007	1/31/2008	2210316	1/31/2018	5
Australia	ECOSMART	4397- 0052	Registered	1185637	5/8/2007	5/8/2007	1185637	5/8/2017	3
Australia	ECOSMART	4397- 0052	Registered	1185637	5/8/2007	5/8/2007	1185637	5/8/2017	5
Brazil	ECOSMART	4397- 0049	Filed	829118349	5/28/2007				5
Canada	ECOSMART	4397- 0083	Inactive	1458171	11/6/2009				3
Canada	ECOSMART	4397- 0083	Inactive	1458171	11/6/2009				5
Chile	ECOSMART	4397- 0047	Filed	757423	1/3/2007				5
China P.R.	ECOSMART	4397- 0053	Filed	PENDING	5/8/2007				3
China P.R.	ECOSMART	4397- 0053	Filed	PENDING	5/8/2007				5
China P.R.	ECOSMART BOTANICALS	4397- 0028	Registered	4819427	8/5/2005	1/21/2009	4819427	1/20/2019	5
China P.R.	ECOSMART BOTANICALS (in Chines	4397- 0029	Inactive	4819428	8/5/2005				5
China P.R.	POWERED BY ECOSMART BOTANICALS	4397- 0045	Registered	5727238	11/13/2006	11/28/2009	5727238	11/27/2019	5
Community Trademark	ECOSMART	4397- 0046	Registered	5621297	12/28/2006	1/4/2008	5621297	12/28/2016	5
Community Trademark	ECOSMART BOTANICALS	4397- 0040	Registered	5492897	11/14/2006	10/8/2007	5492897	11/14/2016	5
Community Trademark	POWERED BY ECOSMART BOTANICALS	4397- 0043	Registered	5492988	11/14/2006	10/3/2007	5492988	11/14/2016	5
Croatia	ECOSMART	4397- 0054	Filed	PENDING	5/8/2007			5/8/2017	3
Croatia	ECOSMART	4397- 0054	Filed	PENDING	5/8/2007			5/8/2017	5
Georgia	ECOSMART	4397- 0062	Registered	925226	5/8/2007	5/8/2007	925226	5/8/2017	3
Georgia	ECOSMART	4397- 0062	Registered	925226	5/8/2007	5/8/2007	925226	5/8/2017	5
Idaho	BIOGANIC & Design	4397- 0006	Inactive	unknown	1/12/1998	1/12/1998	15904	1/12/2008	
India	ECOSMART	4397- 0031	Filed	1394858	10/25/2005			10/25/2015	5
India	ECOSMART & Design	4397- 0032	Registered	1394859	10/25/2005	3/20/2009	1394859	10/25/2015	5
India	ECOSMART BOTANICALS	4397- 0041	Registered	1505604	11/20/2006	4/13/2009	1505604	11/20/2016	5

India	POWERED BY ECOSMART BOTANICALS	4397- 0044	Filed	1505605	11/20/2006			11/20/2016	5
International	ECOSMART	4397- 0064	Registered	925226	5/8/2007	5/8/2007	925226	5/8/2017	3
International	ECOSMART	4397- 0064	Registered	925226	5/8/2007	5/8/2007	925226	5/8/2017	15
Japan	ECOSMART	4397- 0055	Filed	PENDING	5/8/2007				3
Japan	ECOSMART	4397- 0055	Filed	PENDING	5/8/2007				5
Mexico	ECOSMART	4397~ 0034	Docket						5
Mexico	ECOSMART	4397- 0050	Registered	853840	5/11/2007	11/16/2007	1,011,652	5/11/2017	5
Norway	ECOSMART	4397- 0057	Filed	PENDING	5/8/2007				3
Norway	ECOSMART	4397- 0057	Filed	PENDING	5/8/2007				5
Russian Federation	ECOSMART	4397- 0058	Filed	PENDING	5/8/2007			5/8/2017	3
Russian Federation	ECOSMART	4397- 0058	Filed	PENDING	5/8/2007			5/8/2017	5
Singapore	ECOSMART	4397- 0059	Filed	T07151001	5/8/2007			5/8/2017	3
Singapore	ECOSMART	4397- 0059	Filed	T07151001	5/8/2007	:		5/8/2017	5
South Korea	ECOSMART	4397- 0056	Registered	925226	5/8/2007	5/8/2007	925226	5/7/2017	3
South Korea	ECOSMART	4397- 0056	Registered	925226	5/8/2007	5/8/2007	925226	5/7/2017	5
South Korea	POSSIBLE OPPOSITION ECOSMART	4397- 0030	Docket			:			
Switzerland	ECOSMART	4397~ 0060	Filed	PENDING	5/8/2007			5/8/2017	3
Switzerland	ECOSMART	4397- 0060	Filed	PENDING	5/8/2007			5/8/2017	5
Turkey	ECOSMART	4397- 0061	Filed	925226	5/8/2007			5/8/2017	3
Turkey	ECOSMART	4397- 0061	Filed	925226	5/8/2007			5/8/2017	5
United States	BIOGANIC	4397- 0004	Inactive	75/981,556	8/29/2000	8/5/2003	2,747,713	8/5/2013	21
United States	BIOGANIC	4397- 0004	Inactive	75/981,556	8/29/2000	8/5/2003	2,747,713	8/5/2013	1
United States	BIOGANIC	4397- 0004	Inactive	75/981,556	8/29/2000	8/5/2003	2,747,713	8/5/2013	5
United States	BIOGANIC	4397- 0005	Inactive	76/119,941	8/29/2000				31
United States	BIOGANIC & Design	4397- 0003	Inactive	76/032,912	4/21/2000				31
United States	BIOGANIC & Design	4397- 0007	Inactive	76/081,928	6/30/2000	6/11/2002	2,577,444	6/11/2012	1
United States	BIOGANIC & Design	4397- 0007	Inactive	76/081,928	6/30/2000	6/11/2002	2,577,444	6/11/2012	5
United States	BIOGANIC & Design	4397- 0008	Inactive	75/737,033	6/28/1999	3/12/2002	2,545,701	3/12/2012	5

United	BIOGANIC &	4397-	Inactive			***************************************			42
States	Design	0009						,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	********
United	BIOGANIC	4397-	Inactive	76/119,943	8/29/2000	8/5/2003	2,747,860	8/5/2013	1
States	SAFETY	0010							
	BRANDS								
United	BIOGANIC	4397-	Inactive	76/119,943	8/29/2000	8/5/2003	2,747,860	8/5/2013	5
States	SAFETY	0010							
	BRANDS				tterrer				
United	BIOGANIC	4397-	Inactive	76/119,943	8/29/2000	8/5/2003	2,747,860	8/5/2013	42
States	SAFETY	0010				į į			
	BRANDS								
United	BIOGANIC	4397-	Inactive	75/982,196	11/29/2000	8/5/2003	2,747,714	8/5/2013	42
States	SAFETY	0011							
	BRANDS and Des								
United	BIOGANIC	4397-	Inactive	75/982,196	11/29/2000	8/5/2003	2,747,714	8/5/2013	1
States	SAFETY	0011		,					
Ditto:	BRANDS and Des	0				-			
United	BIOGANIC	4397-	Inactive	75/982,196	11/29/2000	8/5/2003	2,747,714	8/5/2013	5
States	SAFETY	0011	34100-547-0	70/704,170	11:25:2000		,,,,,,,		_
Brancs	BRANDS and Des	10011							
United	BIOGANIC	4397-	Inactive	75/982,196	11/29/2000	8/5/2003	2,747,714	8/5/2013	21
	SAFETY	0011	111ttCtivC	757702,170	1.072372300	0,012005	2,,,,,,,,,	5: 0/ BUIL	A A
States		0011	ļ						
YY - 1	BRANDS and Des	3207	Imposino	76/328,595	10/23/2001	12/10/2002	2,658,895	12/10/2012	5
United	DEFOLIN-X	4397-	Inactive	/0/326,393	10/23/2001	12/10/2002	2,030,033	12/10/2012	J
States		0012	ļ	70,000,000	6 13 G 120 C 1	1/0/2002	2 206 200	4/6/2022	5
United	ECO EXEMPT	4397-	Registered	76/258,880	5/18/2001	4/8/2003	2,705,280	4/8/2023	3
States		0013	ļ						
United	ECOEMULSIFIER	4397-	Inactive	78/907,750	6/14/2006				5
States		0038	<u> </u>						
United	ECOIPM	4397-	Inactive	76/135,826	9/22/2000	9/2/2003	2,759,457	9/2/2013	1
States		0014	<u> </u>		<u> </u>				
United	ECOIPM	4397-	Inactive	76/135,826	9/22/2000	9/2/2003	2,759,457	9/2/2013	29
States		0014							
United	ECOIPM	4397-	Inactive	76/135,826	9/22/2000	9/2/2003	2,759,457	9/2/2013	5
States		0014							
United	ECOSMART	4397-	Registered	76/543,717	9/9/2003	7/24/2007	3,268,732	7/24/2017	5
States		0022							
United	ECOSMART	4397-	Registered	77/164,366	4/24/2007	3/23/2010	3,763,653	3/23/2020	5
States	27000000	0051	arag.						
United	ECOSMART -	4397-	Registered	77/705,854	4/2/2009	5/24/2011	3,966,816	5/24/2021	. 5
States	THE SAFE	0081] Trogistores	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			, , , , , , , , , , , , , , , , , , , ,		
Braws	PESTICIDE	0001		:					
United	ECOSMART &	4397~	Registered	76/543,718	9/9/2003	7/19/2005	2,972,176	7/19/2015	5
States	Design	0023	1 Hogistored	70.545,775	77,372000	771312022	,5,	,, 1.3.1	
			Registered	78/887,621	5/19/2006	1/12/2010	3,738,272	1/12/2020	5
United	ECOSMART POTANICALS	4397~	veRistaton	romor _s oat	3117/2000	1112/2010	J 5 1 J 13 7 5 20	Li zan wizati	•
States	BOTANICALS	0035	Fnoctive	77/563,165	9/5/2008	<u> </u>	<u> </u>		5
United	ECOSMART	4397~	Inactive	17/303,103	9/3/2008				,
States	GREEN	0074	<u> </u>	20/210 001	7/2 20000	10/00/0000	2 730 260	12/22/2019	
United	ECOSMART	4397-	Registered	77/512,031	7/1/2008	12/22/2009	3,729,360	12/22/2019	J
States	ORGANIC	0067	ļ <u></u>	Ac. (6.1.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.	E 00/2 120002	ļ	 		
United	ECOSMART	4397-	Inactive	77/512,122	7/1/2008				5
States	ORGANIC	0070							
	FUNGICIDE	Į	<u> </u>		<u> </u>		<u> </u>		
United	ECOSMART	4397-	Inactive	77/512,097	7/1/2008				5
States	ORGANIC	0069							
	HERBICIDE	ì		L	<u> </u>		<u></u>		
United	ECOSMART	4397-	Inactive	77/512,066	7/1/2008				5
States	ORGANIC	0068							
	INSECTICIDE	3:	į	1	§ 1:	1	3:	1	

United	ECOSMART	4397-	Inactive	77/512,153	7/1/2008				5
States	ORGANIC	0071							
	REPELLENT					***************************************			
United	ECOSMART	4397-	Registered	76/543,715	9/9/2003	1/17/2006	3,043,271	1/17/2016	5
States	TECHNOLOGIES,	0020							
	INC.					***************************************			
United	ECOSMART	4397-	Registered	76/543,716	9/9/2003	1/17/2006	3,043,272	1/17/2016	5
States	TECHNOLOGIES,	0021		:					
	INC. (&								*******
United	ECOTROL	4397-	Registered	76/391,151	4/3/2002	4/27/2004	2,836,982	4/27/2024	5
States		0002							
United	HEXACIDE	4397-	Inactive	76/328,596	10/23/2001	2/11/2003	2,685,732	2/11/2013	5
States		0015				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
United	MATRAN	4397-	Inactive	76/391,152	4/3/2002	10/7/2003	2,772,462	10/7/2013	5
States		0016							
United	POWERED BY	4397-	Inactive	78/887,642	5/19/2006				5
States	ECOSMART	0036							
	BOTANICALS								
United	PUTTING	4397-	Inactive	76/216,075	2/27/2001				5
States	FAMILIES FIRST	0017						,,,,,,	
United	PUTTING	4397-	Inactive	76/216,075	2/27/2001				21
States	FAMILIES FIRST	0017							
United	PUTTING	4397-	Inactive	78/732,089	10/12/2005				5
States	FAMILIES FIRST	0033		ļ.	:			····	
United	SHOOBUG	4397-	Inactive	76/081,927	6/30/2000	9/17/2002	2,619,654	9/17/2012	5
States		0018		:					
United	SPORAN	4397-	Inactive	76/341,329	11/26/2001	12/9/2003	2,792,302	12/9/2013	5
States		0019							
United	WITH	4397-	Registered	78/619,181	4/28/2005	6/16/2009	3,641,212	6/16/2019	5
States	ECOSMART	0027	_		:				
	BOTANICALS								
Vietnam	ECOSMART	4397-	Filed	PENDING	5/8/2007			5/8/2017	3
		0063							
Vietnam	ECOSMART	4397-	Filed	PENDING	5/8/2007			5/8/2017	5
		0063							

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