

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation, as Second Lien Collateral Agent		12/14/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Becker-Underwood, Inc.
<b>Street Address:</b>	801 Dayton Avenue
<b>City:</b>	Ames
<b>State/Country:</b>	IOWA
<b>Postal Code:</b>	50010
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 50**

Property Type	Number	Word Mark
Registration Number:	833167	SEQUESTRENE
Registration Number:	830460	AGMARK
Registration Number:	1485008	TURF MARK
Registration Number:	1507739	BAS-OIL
Registration Number:	1549711	MULCH MAGIC
Registration Number:	1583191	SPRINT
Registration Number:	1847165	WSP
Registration Number:	1803367	SECOND HARVEST
Registration Number:	1790009	RHIZO-STICK
Registration Number:	1873478	REJEX-IT
Registration Number:	1914397	DEFINE
Registration Number:	2014275	CUSHIONFALL
Registration Number:	2039732	DIRECTION

CH \$1265.00 833167

Registration Number:	2030102	CANTEEN
Registration Number:	2142443	LINEMAN
Registration Number:	2219995	GIN MARK
Registration Number:	2215885	BIOGAIN
Registration Number:	2167525	LAKEPAK
Registration Number:	2371456	REFLECTION
Registration Number:	2228085	SECOND HARVESTER
Registration Number:	2270364	GREEN LAWNGER
Registration Number:	2419557	LIQUI-PREP
Registration Number:	2284861	RHIZANOVA
Registration Number:	2564019	THE COLOR OF INNOVATION
Registration Number:	2424414	TERMITAFOAM
Registration Number:	2453638	ADMIRAL
Registration Number:	2302010	ROCK MAGIC
Registration Number:	2311527	WOOD 'N COLORS
Registration Number:	2390972	BECKER UNDERWOOD
Registration Number:	2813264	N-RICH
Registration Number:	2343447	VIGAROOT
Registration Number:	2484798	SAHARA
Registration Number:	2897554	DISCREET
Registration Number:	2459649	TREE GUARD
Registration Number:	2533657	VISOR
Registration Number:	2526099	TREE TRACER
Registration Number:	2661970	HI- LIGHT
Registration Number:	2617626	GREENGRAPHICS
Registration Number:	2867262	DRY-COAT
Registration Number:	2818222	PROMAX
Registration Number:	2842388	SELECT
Registration Number:	2862216	URBANA SOY-STERILE
Registration Number:	3009180	BIOSTACKED STACKING YOUR YIELDS.
Registration Number:	2873931	ALWAYS THINKING AHEAD
Registration Number:	3022132	BIOSTACKED
Serial Number:	76535964	BIOLOCK
Serial Number:	76599366	VAULT
Serial Number:	76387643	MICROCODE ST

Serial Number:	76441357	OUR JOB IS TO IMPROVE YOUR FUTURE
Serial Number:	75620815	ENFOMANIAC

**CORRESPONDENCE DATA**

Fax Number: (312)577-4565  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-577-8265  
Email: kristin.brozovic@kattenlaw.com  
Correspondent Name: Kristin Brozovic c/o Katten Muchin  
Address Line 1: 525 W Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-62
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	12/22/2006

**Total Attachments: 5**  
source=Trademark Release#page1.tif  
source=Trademark Release#page2.tif  
source=Trademark Release#page3.tif  
source=Trademark Release#page4.tif  
source=Trademark Release#page5.tif

## TRADEMARK RELEASE OF SECURITY INTEREST

THIS TRADEMARK RELEASE OF SECURITY INTEREST is made as of December 14, 2006, by ANTARES CAPITAL CORPORATION, as Second Lien Collateral Agent ("Second Lien Collateral Agent").

### WITNESSETH:

WHEREAS, Second Lien Collateral Agent and Becker-Underwood, Inc., a Delaware corporation ("Borrower"), were parties to that certain Trademark Security Agreement dated as of August 31, 2004 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Borrower granted a security interest to Second Lien Collateral Agent in, among other things, the Trademarks (as defined in the Security Agreement) as security for certain obligations owing by Borrower to the financial institutions (collectively, the "Lenders") from time to time party to that certain Credit Agreement by and among Borrower and Second Lien Collateral Agent, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Exhibit A hereto; and

WHEREAS, the Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office on September 14, 2004 at Reel 3043, Frame 0836; and

WHEREAS, Borrower has requested that Second Lien Collateral Agent release its security interest in the Trademarks and reassign the same to Borrower;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Second Lien Collateral Agent hereby releases its security interest in all of Borrower's right, title and interest in and to all of the following (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designations, slogans, and other source or business identifiers, designs and general intangibles of like nature, and all prints, tags, brochures, advertisements, signage and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications (except for intent-to-use trademark applications) in connection therewith including, without limitation, any such registrations, recordings and applications, if any, in the United States Patent and Trademark Office, any State thereof, or any other country, and all renewals thereof (each of the foregoing items listed in this paragraph being herein called a "Trademark," and collectively called the "Trademarks"), including, without limitation,

each Trademark listed on Exhibit A attached hereto (and all amendments, supplements, restatements and modifications thereof or thereto from time to time), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(b) each agreement granting any right to use any Trademark (each herein called a "Trademark License," and collectively called the "Trademark Licenses"), including, without limitation, each Trademark License listed in Exhibit A (and all amendments, supplements, restatements and modifications thereof or thereto from time to time); and

(c) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim with respect to same, including for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark, or for unfair competition of any type or nature whatsoever, and all insurance and claims for insurance with respect to same;


2. Second Lien Collateral Agent hereby reassigns, grants and conveys to Borrower, without any representation, warranty, recourse or undertaking by Second Lien Collateral Agent, all of Second Lien Collateral Agent's right, title and interest in and to the Trademark Collateral, and the goodwill of Borrower's business connected with the use of and symbolized by the Trademark Collateral.

3. Notwithstanding the foregoing, in no event shall anything contained herein release or otherwise modify any of the rights, remedies or interests of Antares Capital Corporation, as First Lien Collateral Agent, which arise pursuant to that certain Trademark Security Agreement dated as of August 31, 2004 (as the same has been and hereafter may be amended, modified, restated or otherwise supplemented from time to time) by and between Antares Capital Corporation, as First Lien Collateral Agent and Borrower, recorded by the Assignment Division of the United States Patent and Trademark Office on September 9, 2004 at Reel 3048, Frame 0430.

*- Remainder of Page Intentionally Left Blank -  
[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Trademark Release of Security Interest to be duly executed by its duly authorized officer as of the day and year first above written.

**ANTARES CAPITAL CORPORATION,**  
as Second Lien Collateral Agent

By:   
Name: Mary V. Gaede  
Title: Duly Authorized Signatory

Trademark Release of Security Interest

**TRADEMARK**  
**REEL: 003449 FRAME: 0545**

**EXHIBIT A to Trademark Release of Security Interest**

<b>MARK</b>	<b>REGISTRATION NO./APPLICATION NO.</b>	<b>REGISTRATION DATE/ FILING DATE</b>
SEQUESTRINE	833167	8/8/67
AGMARK	830460	6/20/67
TURF MARK	1485008	4/19/88
BAS-OIL	1507739	10/11/88
MULCH MAGIC	1549711	8/1/89
SPRINT	1583191	2/20/90
WSP	1847165	7/26/94
SECOND HARVEST	1803367	11/9/93
RHIZO-STICK	1790009	8/31/93
REJEX-IT	1873478	1/17/95
DEFINE	1914397	8/29/95
CUSHIONFALL	2014275	11/5/96
DIRECTION	2039732	2/25/97
CANTEEN	2030102	1/14/97
LINEMAN	2142443	3/10/98
GIN MARK	2219995	1/26/99
BIOGAIN	2215885	1/5/99
LAKEPAK	2167525	6/23/98
REFLECTION	2371456	7/25/00
SECOND HARVEST	2228085	3/2/99
GREEN LAWNGER	2270364	8/17/99
LIQUI-PREP	2419557	1/9/01
RHIZANOVA	2284861	10/12/99
THE COLOR OF INNOVATION	2564019	4/23/02
TERMITAFOAM	2424414	1/30/01
ADMIRAL	2453638	5/22/01
ROCK MUSIC	2302010	12/21/99
WOOD 'N COLORS	2311527	1/25/00
BECKER UNDERWOOD	2390972	10/3/00
N-RICH	2813264	2/10/04
VIGAROOT	2343447	4/18/00
SAHARA	2484798	9/4/01
DISCREET	2897554	10/26/01
TREE GUARD	2459649	6/12/01
VISOR	2533657	1/29/02
TREE TRACER	2526099	1/1/02
HI-LIGHT	2661970	12/17/02
GREENGRAPHICS	2617626	9/10/02

Trademark Release of Security Interest

**TRADEMARK  
REEL: 003449 FRAME: 0546**

DRY-COAT	2867262	7/27/04
PROMAX	2818222	2/24/02
SELECT	2842388	5/18/04
URBANA SOY-STERILE	2862216	7/13/04
BIOSTACKED STACKING YOUR YIELDS	3009180	10/25/05
ALWAYS THINKING AHEAD	2873931	8/17/04
BIOSTACKED	3022132	11/29/05
BIOLOCK	76-535964	7/28/03
VAULT	76-599366	6/24/04
MICROCODE ST	76-387643	3/27/02
OUR JOB IS TO IMPROVE YOUR FUTURE	76-441357	8/19/02
N-HANCE	75-620815	4/12/99

Trademark Release of Security Interest