

**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
Terra-Mulch Products, LLC		09/27/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of Montreal, Chicago Branch, as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Serial Number:	77863851	BIOCOVER
Registration Number:	3792263	CONWED FIBERS
Registration Number:	3158735	
Registration Number:	2174165	ECOAEGIS
Registration Number:	3535453	ECOBLEND
Serial Number:	77859180	ECOCOVER
Registration Number:	1678739	ECOFIBRE
Registration Number:	3158431	ECOFLEX
Registration Number:	3216991	ECOMATRIX
Serial Number:	77731660	ECOMULCH
Registration Number:	3799000	ENVIROBLEND
Registration Number:	3339440	FLEXIBLE CONTROL MEDIUM
Serial Number:	77529121	H.A.V.A.S.
Registration Number:	3513777	HYDROCOVER

CH \$515.00 77863851

**900172639**

**TRADEMARK  
 REEL: 004286 FRAME: 0306**

Registration Number:	3723483	SEED AIDE AERO
Registration Number:	3708449	SLIKSHOT
Registration Number:	3733570	SOIL COVER
Serial Number:	77466560	TERRA-FLAGE
Registration Number:	3673790	TERRA-SHIELD
Registration Number:	3738089	TRIFLO

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312) 845-3430  
Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1509405
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	09/29/2010

Total Attachments: 4  
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## TRADEMARK COLLATERAL AGREEMENT

This 27<sup>th</sup> day of September 2010, Terra-Mulch Products, LLC, a Delaware limited liability company ("*Debtor*"), with its principal place of business and mailing address at 750 Lake Cook Road, Buffalo Grove, IL 60089, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal ("*BMO*"), a Canadian chartered bank acting through its Chicago branch, with its mailing address at 111 West Monroe Street, Chicago, IL 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Amended and Restated Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and/or its affiliates as set out in that certain Amended and Restated Security Agreement dated as of May 17, 2007 between Debtor, such affiliates and Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks,

trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

TERRA-MULCH PRODUCTS, LLC

By Stephen Ade  
Name Stephen Ade  
Title VP-CFO

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, Chicago Branch, as  
Administrative Agent

By William Thonson  
Name William Thonson  
Title Sr VP

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Country</b>	<b>Application / Reg. No.</b>	<b>Application / Reg. Date</b>	<b>Status</b>
BIOCOVER	United States of America	77/863851	11/03/09	Pending
CONWED FIBERS	United States of America	3792263	05/25/10	Registered
DIAMOND DESIGN	United States of America	3158735	10/17/06	Registered
ECOAEGIS	United States of America	2174165	07/21/98	Registered
ECOBLEND	United States of America	3535453	11/18/08	Registered
ECOCOVER	United States of America	77/859180	10/28/09	Pending
ECOFIBRE	United States of America	1678739	03/10/92	Registered
ECOFLEX	United States of America	3158431	10/17/06	Registered
ECOMATRIX	United States of America	3216991	03/13/07	Registered
ECOMULCH	United States of America	77/731660	05/07/09	Published
ENVIROBLEND	United States of America	3799000	06/08/10	Registered
FLEXIBLE CONTROL MEDIUM	United States of America	3339440	11/20/07	Registered
H.A.V.A.S.	United States of America	77/529121	07/23/08	Published
HYDROCOVER	United States of America	3513777	10/07/08	Registered
SEED AIDE AERO	United States of America	3723483	12/08/09	Registered
SLIKSHOT	United States of America	3708449	11/10/09	Registered
SOIL COVER	United States of America	3733570	01/05/10	Registered
TERRA-FLAGE	United States of America	77/466560	05/06/08	Published
TERRA-SHIELD	United States of America	3673790	08/25/09	Registered
TRIFLO	United States of America	3738089	01/12/10	Registered