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08-27-1999

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



Tab settings

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To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies):

Verdant Brands, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: July 14, 1999

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal Address:

Street Address: 201 High Ridge Rd.

City: Stamford State: CT ZIP: 06927

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Minnesota, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

8-23-99

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:

30

7. Total fee (37 CFR 3.41).....\$765.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

08/26/1999 MTHA11 00000180 1049315

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To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath Name of Person Signing

Signature

8/18/99 Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

VERDANT BRANDS, INC.

Trademark Schedule

Continuation  
Item 4

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Trademark	Registration No./ Serial No.	Registration Date/ Filing Date	Registered Owner
RESTORE	1,049,315	October 5, 1976	V E R D A N T B R A N D S I N C .
RESTORE	1,681,698	April 7, 1992	
RINGER (Canada)	428,405	June 3, 1994	
GRASS PATCH	1,243,034	June 21, 1983	
WINTERSTORE	1,543,149	June 13, 1989	
WINTERSTORE & Design (Canada)	373,774	September 28, 1990	
ATTACK	1,411,030	September 30, 1986	
ATTACK (Canada)	428,404	June 3, 1994	
BIONEEM	1,764,000	April 13, 1993	
BIONEEM (Canada)	438,678	February 3, 1995	
OXYGEN-PLUS	1,044,573	July 27, 1976	
Turf Block Design	1,793,307	September 21, 1993	
SAFER	1,534,947	April 18, 1989	
BIOGARDENING	1,742,027	December 22, 1992	
SAFER	1,508,698	October 18, 1988	
MOSS-AWAY	75/222,226	January 7, 1997	

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Trademark	Registration No./ Serial No.	Registration Date/ Filing Date	Registered Owner
WEED-AWAY	75/095,283	April 25, 1996	V E R D A N T  B R A D S H C
SUPERSTOP	2,037,846	February 11, 1997	
PET PATCH	2,044,600	March 11, 1997	
MINERALITE	74/629,579	February 3, 1995	
SYNERPLEX	2,032,758	January 21, 1997	
MAGIC START	1,947,624	January 9, 1996	
SUPREME GARDENS	1,991,749	August 6, 1996	
SUPERFAST	1,889,137	April 11, 1995	
BIO-CHARGE	1,739,309	December 15, 1992	
DISPATCH	1,668,212	December 17, 1991	
RINGER	1,752,093	February 16, 1993	
RINGER	1,445,809	July 7, 1987	
WEEDAWAY	767,800	April 7, 1964	
OXYGEN-PLUS (France)	1,535,909	January 11, 1989	Plant Research Laboratories
PRO2	1,693,872	June 16, 1992	Plant Research Laboratories
ORC	1,866,151	December 6, 1994	Plant Research Laboratories
DEXOL	1,241,707	June 14, 1983	Dexol Industries
GOPHER GASSER	1,231,613	March 22, 1983	Dexol Industries
WEED OUT!	1,407,204	August 26, 1986	Dexol Industries

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KENNEL-KLEEN	1,765,512	April 20, 1993	Dexol Industries
WORMS-AWAY	1,746,755	January 19, 1993	Dexol Industries
CONTACT	1,748,097	January 26, 1993	Dexol Industries
BARREN	1,749,793	February 2, 1993	Dexol Industries
GRASS-OUT!	1,749,794	February 2, 1993	Dexol Industries
PREDATOR	1,726,959	October 27, 1992	Dexol Industries
MULTITUDE	75/109,335	May 24, 1996	Dexol Industries
SPROUT-UP	1,869,147	December 27, 1994	Dexol Industries

Trademark	Application No.	Registration No.	Registration Date
TOMATO BOOSTER	467,621	TMA280,658	June 23, 1983
ROSE BOOSTER	469,720	TMA285,274	November 25, 1983
OXYGEN-PLUS	788,381	TMA472,860	March 18, 1997

Trade-mark	Application No.	Filing Date
PET PATCH	788,068	July 21, 1995

Verdant Brands, Inc.  
Trademarks

<u>M &amp; G No.</u>	<u>Country</u>	<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>RECORDED OWNER</u>	<u>GOODS</u>	<u>STATUS</u>
3733.214-US-1	USA	Verdant Brands	75/441048	2/24/98			Verdant Brands, Inc		Pending
3733.240-US-1	USA	Verdant Brands (Stylized)	75/513498	7/6/98			Verdant Brands, Inc		Pending
3733.136-US-02	USA	Home Patrol	75/429990	2/6/98	225992	2/23/98	Verdant Brands, Inc.	Domestic Use to Control Household Pests. Ants, Roaches and Spiders. Outdoor pests. Ticks, Fleas and Lice on Dogs, Pests On Indoor and Outdoor Plants	Usage Affidavit due 02/23/2004
3733.136-US-02	USA	Weed Out	75/506184	6/24/98	14072042	3/5/99	Verdant Brands, Inc	Amendment to goods: Herbicides for Domestic Use	Usage Affidavit due 03/05/2005
3733.179-US-01	USA	Mosquito Patrol	75/429816	2/6/98	2225987	2/23/99	Verdant Brands, Inc.	Pesticides for Domestic Use	Usage Affidavit due 02/23/2005
3733.214-CA-1	Canada	Verdant Brands	885611	7/27/98			Verdant Brands, Inc.		Pending
3733.240-CA-1	Canada	Verdant Brands (Stylized)	885612	7/27/98			Verdant Brands, Inc.		Pending

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**AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**

**VERDANT BRANDS, INC.**

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of July 14, 1999 ("Trademark Security Agreement"), by VERDANT BRANDS, INC., a Minnesota corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

**W I T N E S S E T H:**

WHEREAS, General Electric Capital Corporation, Grantor and certain other parties are party to a Credit Agreement dated as of May 2, 1997 (as now or heretofore amended, restated, supplemented or otherwise modified, the "Prior Credit Agreement");

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Agent, Lenders, Grantor and certain other persons the parties thereto have agreed to amend and restate the Prior Credit Agreement in accordance with the terms of the Credit Agreement;

WHEREAS, in connection with the making and continuation of the Loans under the Credit Agreement and as a condition precedent thereto, Lenders are requiring that Grantor shall have executed and delivered an Amended and Restated Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Agent; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, this Trademark Security Agreement as an amendment and restatement of Grantor's Trademark Security Agreement entered into prior to the date hereof (as now or heretofore amended, restated, supplemented or otherwise modified, the "Prior Trademark Security Agreement") in favor of Agent;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.
2. CONTINUING GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby continues to grant to Agent, on behalf of itself and Lenders, a

continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License; (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License; or (iii) any damages or other amounts recovered from the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. EFFECT OF AMENDMENT AND RESTATEMENT. This Trademark Security Agreement amends and restates in its entirety the Prior Trademark Security Agreement and, upon effectiveness of this Trademark Security Agreement, the terms and provisions of the Prior Trademark Security Agreement shall, subject to this Section 4, be superseded hereby. Notwithstanding the amendment and restatement of the Prior Trademark Security Agreement by this Trademark Security Agreement, the Trademark Collateral under the Prior Trademark Security Agreement as of the Closing Date shall remain subject to a Lien. Such Liens securing payment of the Obligations shall in all respects be continuing, and this Trademark Security Agreement shall not be deemed to evidence or result in a release of any Lien securing payment of the Obligations. Notwithstanding the foregoing, the Prior Trademark Security Agreement filed with the United States Patent and Trademark Office shall be deemed to represent a continuing Lien in favor of Agent, on behalf of itself and Lenders, on the Trademark Collateral as evidenced by this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**VERDANT BRANDS, INC.**

By: 

Title: Executive Vice President, Secretary  
and Treasurer

**ACCEPTED AND ACKNOWLEDGED BY:**

**GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent**

By: 

Title: Duly Authorized Signatory

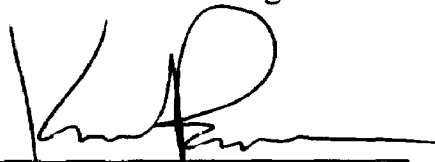


ACKNOWLEDGMENT OF GRANTOR

STATE OF Minnesota )  
COUNTY OF Hennepin ) ss.

On this 14 day of ~~July~~, 1999 before me personally appeared Mark Eisenschenk, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Verdant Brands, Inc. , who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

  
\_\_\_\_\_  
Notary Public



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**See attached schedule**

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Verdant Brands, Inc.  
Trademarks

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