

12-26-2001



101924238

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

12/12/01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger
  - Change of Name
  - Other
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/21/2001 DBYRNE 00000042 75533178

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
975.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

TRADEMARK

REEL: 002412 FRAME: 0181

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/533,178"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,938,006"/>	<input type="text" value="1,804,536"/>	<input type="text" value="1,252,606"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,802,112"/>	<input type="text" value="1,733,116"/>	<input type="text" value="1,445,222"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,356,107"/>	<input type="text" value="1,928,560"/>	<input type="text" value="1,981,079"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

If Necessary

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

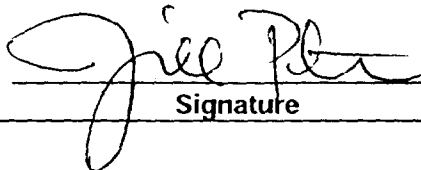
No

**Statement and Signature**

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. Charges to deposit account are authorized, as indicated herein.

Jill M. Pietrini

Name of Person Signing



Signature

12-10001

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

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**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
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1,557,426	1,671,754	2,479,878
2,015,572	1,447,569	1,475,961
1,664,643	1,768,337	982,195
2,261,733	2,321,088	1,905,636
1,766,881	1,905,636	1,684,947
1,741,296	1,682,545	1,675,783
1,074,358	1,986,161	1,791,639

**RECORDATION FORM COVER SHEET  
CONTINUATION  
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Expires 06/30/99  
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**Registration Number(s)**

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1,921,278	1,047,078	1,084,414
2,010,199	1,769,537	1,408,576
2,334,841	1,989,049	2,292,883
<input type="text"/>	<input type="text"/>	<input type="text"/>
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**TRADEMARK SECURITY AGREEMENT**

(TRADEMARKS, TRADEMARK REGISTRATIONS,  
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

BE IT KNOWN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Easy Gardener, Inc., a Delaware corporation ("Grantor"), does hereby grant and assign to PNC BANK, NATIONAL ASSOCIATION, as Agent ("Secured Party"), a security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (a) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;
- (b) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (c) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any and all causes of action which now exist or may hereafter exist for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

As used herein, the term "Trademarks" shall mean: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired, together with the goodwill of the business connected with, and symbolized by, such Trademarks and all products and proceeds thereof and all income therefrom.

This Trademark Security Agreement is delivered to Secured Party pursuant to that certain Revolving Credit, Term Loan, Guaranty and Security Agreement dated as of November 15, 2001 among Easy Gardener, Inc., certain of its affiliates, the financial institutions party thereto from time to time as "Lenders" and PNC Bank, National Association, as Agent (the "Agreement"), to secure the prompt and complete payment and performance of Grantor's Obligations (as defined in the Agreement), and hereby affirms that the rights and remedies of Secured Party with respect to the security interests granted pursuant hereto and pursuant to the Agreement, the terms and provisions of which are hereby incorporated by this reference as if fully set forth herein. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.

Grantor agrees to deliver updated copies of Schedule A and Schedule B to Agent at the end of any quarter in which Grantor registers or otherwise adopts or acquires any Trademark not previously listed on Schedule A hereto or enters into any Trademark license not previously listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of Grantor, such further instruments or documents (in form and substance satisfactory to Agent), and promptly perform, or cause to be promptly performed, any and all acts, in all

cases, as Agent may deem necessary, proper or advisable from time to time, to carry out the provisions and purposes of this Trademark Security Agreement, and to provide, perfect and preserve the Liens of Agent under the Agreement, this Trademark Security Agreement and the Other Documents, in the Trademark Collateral or any portion thereof.

Grantor agrees that if any Person shall do or perform any acts which Agent reasonably believes constitute an infringement of any Trademark, or violate or infringe any right of Grantor or Agent therein or if any Person shall do or perform any acts which Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, Agent may and shall have the right, while an Event of Default is continuing, to take such steps and institute such suits or proceedings as Agent may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Agent may take such steps or institute such suits or proceedings in its own name or in the name of Grantor or in the names of the parties jointly. Agent hereby agrees to give Grantor notice of any steps taken, or any suits or proceedings instituted, by Agent pursuant to this paragraph.

So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Agreement and the Other Documents to which it is a party, Grantor may use, license and exploit the Trademark Collateral in any lawful manner.

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

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

EASY GARDENER, INC

By: 

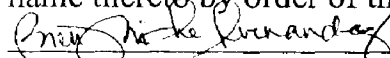
Name: Robert Kassell

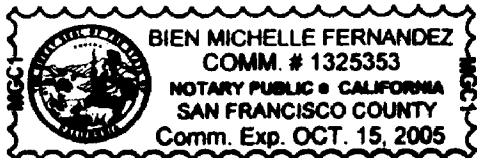
Title: Chief Executive Officer and Vice President

[ATTACH NOTARIAL FORM]

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF San Francisco )

On this 19<sup>th</sup> day of November, 2001, before me personally came Robert Kassel, to me known, who, being by me duly sworn, did depose and say that he is the duly appointed officer of the corporation(s) described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

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





TRADEMARKS

See attached.

Trademarks	Registration	1st Use	Registration Number	Issued	Section 8 Renewed	Section 15 Renewed	Next Action
BioBlock		3/1/93	1,938,006	11/28/95	1/24/01	1/24/01	10/28/05
BirdBlock		7/1/92	1,804,536	11/16/93	12/1/98	12/1/98	11/16/03
CloudCover		10/3/81	1,252,606	10/4/83	6/27/89	6/27/89	10/4/03
DeerBlock		8/1/92	1,802,112	11/2/93	8/1/99	8/1/99	11/2/03
Easy Feeder		Oct-91	1,733,116	11/17/92	5/17/98	5/17/98	11/17/02
Easy Gardener & Design		Aug-83	1,445,222	6/30/87	4/8/93		6/30/07
Easy Gardener & Design (new)		Aug-98	2,356,107	6/6/00			6/6/06
Emerald Edge		Feb-94	1,928,560	10/17/95	1/29/01	1/29/01	10/17/05
FabricPegs (Prin. Reg.)		7/1/88	1,981,079	6/18/96	8/2/01	8/2/01	6/18/06
FabricPegs (Supp. Reg.)		7/1/88	1,557,426	9/19/89	6/18/96	N/A	9/19/09
FastStart		Aug-90	1,671,754	1/14/92	4/24/01	4/24/01	1/14/02
FlexiTrim		01/19/00	2,479,878	08/21/01			08/21/06
Green Again		8/30/76	2,015,572	11/12/96			11/12/02
Gro-Bags		Dec-85	1,447,569	7/14/87	3/16/93	3/16/93	7/14/07
GroCover & Design		3/6/87	1,475,961	2/9/88	3/16/93		2/9/08
Gro-Stakes (b.l.)		Oct-81	1,664,643	11/19/91	4/24/01	4/24/01	
It Works. You Don't (b.l.)		7/23/91	1,768,337	5/4/93			5/4/03
Jobe's (old design)		12/1/72	982,195	4/16/74			4/16/04
Jobe's (new design)		Nov-97	2,261,733	7/13/99			7/13/05
Jobe's Weed Control Fabric		Aug-98	2,321,088	2/22/00			2/22/06
Landmaster - Polyspun 300		Mar-88	1,905,636	7/18/95	12/1/00	12/1/00	
MicroPore		12/1/92	1,766,881	4/20/93	4/20/98	4/20/98	4/20/03
Pro WeedBlock		1/1/94	Not registered but can use				
Polyspun 350		3/1/98	1,905,636	7/18/95	6/5/01	6/5/01	6/5/06
Ross		12/21/46	1,684,947	5/5/92			5/5/12
Ross (b.l.)		Mar-74	1,741,296	12/2/92			12/22/02
Ross (leaf design in "O" of Ross)		7/23/90	1,682,545	4/10/92	6/1/01	6/1/01	
Ross Root Feeder		12/21/46	1,675,783	2/18/92	4/24/01	4/24/01	
Ross Super Tree Stakes & design		10/20/76	1,074,358	10/4/77	10/4/97		
ScatterCap (b.l.)		Nov-94	1,986,161	7/9/96	8/2/01	8/2/01	8/2/06
SiltBlock		8/1/92	1,791,639	9/7/93	3/7/99	3/7/99	3/7/03
Stops Weeds for Years		8/1/93	1,921,278	9/19/95	6/1/01		
Tomato Boomers (couldn't find in TESS)			1,047,078	8/24/76	8/24/96		2/6/08
Tomato Boomers & design		1/21/76	1,084,414	2/7/78	9/17/97		2/7/08
Tree Gard		5/8/75	2,010,199	10/22/96			10/22/02
TreeStarKit		7/1/92	1,769,537	5/4/93	5/4/98	5/4/98	5/4/03
WeedBlock		Oct-83	1,408,576	9/9/86	1992	1992	9/9/06
WeedBlock (New stylized)		8/16/98	2,334,841	3/28/00			3/28/06
WP-20 (b.l.)		Nov-94	1,989,049	7/23/96	8/2/01	8/2/01	8/2/06
TreeWrap		8/1/92	75/533,178	8/10/98			
Winnia Patch		1/10/97	2,292,883	11/16/99			11/16/04 & 11/16/09

Schedule of Trademarks

Registration	Registration	1st Use	Registration Number	Issued	Section 8 Renewed	Section 15 Renewed	Next Action
Registration - Canada							
CloudCover	®			Assigned from Adkar 10/26/84	12/3/99		10/26/14
DIAMONDBACK & Design (Tensar)	®		TMA296,485				Assigned to Easy Ga
DIAMONDBACK (Tensar)	®		TMA468,376				Assigned to Easy Ga
FabricPegs	®		TMA440,830				
GroCover	®		282,560	4/5/91			
	®		371,724	8/10/90			
Jobe's (stylized/fertilizer)	®		40671978	12/15/88	12/15/98		Assigned to EGI 11/9
Jobe's (Stylized/plant fertilizer)	®		215,778	9/3/91	9/3/06		
JOBE'S DOES THE JOB...AT THE ROOTS (fertilizer)	®		431,846	8/12/94	8/12/09		Assigned to EGI 11/9
Jobe's Spikes and design	®		234,082	6/29/94	6/29/09		Assigned to EGI 11/9
WeedBlock	®		201,014	11/3/89			
Australia							
Easy Gardener & Design	®		B591790	12/4/92	1/14/00	12/4/99	12/4/09
Easy Gardener & Design (for landscape fabric)	®		B591791	12/4/92	1/14/00	12/4/99	12/4/09
Jobe's	®		B369781	12/23/88	12/23/02		Easy Gardener, Inc. - 6/22/98
Benelux							
Jobe's	®		353936	6/6/88	6/6/98		6/6/08
TerraCotta Tile	®		29228-00	6/22/98			12/9/02 & 12/9/07
Denmark							
Jobe's	®		40671978	12/15/78	12/15/98		12/15/08 (Assigned to EGI 8,
France							
Jobe's	®		1,458,246	3/30/88	3/30/98		2/28/08
TerraCotta Tile	®		Filed 3/29/99				
Germany							
WeedBlock	®		2,084,016	11/7/94			
Jobe's	®		981,082	6/8/88	6/8/98		Applied for assignment to Easy G.
Ireland							
Jobe's	®		B95317	6/6/85	6/6/99		Assigned to Easy Gardener - 7/17
Italy							(Instructed Brinks, Hofer to renew
Jobe's (stylized/fertilizer)	®		358,720	6/26/85	6/1/99		Assigned to Easy Gardener - 6/99
Jobe's Spikes and design	®		358,719	6/26/85	6/1/99		Assigned to Easy Gardener - 6/99
Japan							
Jobe's (stylized/fertilizer)	®		1,325,839	3/9/88	3/1/98		Assigned to Easy Gardener - 12/9
Jobe's (stylized/fertilizer)	®		1,234,588	11/18/86	8/18/96		Assigned to Easy Gardener - 12/9
Jobe's (in Katakana characters)	®		2,501,368	1/29/93	10/29/02		Assigned to Easy Gardener - 12/9
Jordan							
Jobe's (in Arabic characters/chemical)	®		20,938	8/13/90			8/13/04
Jobe's (chemical products)	®		20,942	8/13/90			8/13/04
Korea South							
Jobe's (chemicals)	®		76,021	3/8/91	3/12/01		Assigned to Easy Gardener, Inc. -

TRADEMARK

Schedule of Trademarks

Registration	1st Use	Registration Number	Issued	Section 8 Renewed	Section 15 Renewed	Next Action
Norway						
Jobe's		123,188	11/28/95	11/28/05	Assigned to Easy Gardener, Inc -	
Oapi (Africa)						
Jobe's		21,143	3/6/81	3/6/01	Assigned to EGI 5/3/99	
Puerto Rico						
Jobe's (stylized/tree fertilizer sticks)		6637	4/16/94			4/16/04
Saudi Arabia						
Jobe's (stylized/tree fertilizer sticks)		10174	6/18/90	4/13/01	4/13/01	10/26/09
Spain						
Jobe's		934,556	3/20/81	3/20/01	Assigned to EGI-6/3/99	
Switzerland						
Jobe's		304571	2/19/80	2/19/00	Assigned to Easy Gardener, Inc -	
United Kingdom						
Easy Gardener & Design		1521930	2/24/95	12/23/99	12/23/99	12/23/09
WeedBlock & Design		1521927	2/24/95	12/23/99	12/23/99	12/23/09
Gro Cover & Design		1521924	12/23/95	12/23/99	12/23/99	12/23/09
Jobe's		B1096795	6/8/85	6/8/99	Easy Gardener 7/15/98	
Jobe's Spikes and design		B1096796	6/8/85	6/8/99	Easy Gardener 7/15/99	
<b>Trade Secrets</b>						
CloudCover formulation, recipe trade secret						
Reel/Frame		8609/0520				
<b>Service Marks</b>						
"Stops Weeds for Years"		1,921,278	9/19/95	9/19/00	N/A	9/19/05
"Great Results, Less Work"		2,359,625	6/20/00		6/20/05 & 6/20/00	
<b>Trademark Applications Filed</b>						
Easy Gardener (Block letters)		#74/421,664 - Pending				
Easy Gardener Landscape Fabric		Pending - Filed 1/19/00				
Easy Gardener Patio Underliner		Pending - Filed 1/19/00				
Plasti-Chain		Pending - Lapsed - Now owned by French company - Dan Pleitz following up (4/98)				
SuperMutch		N/A - (too descriptive to register) - Continue use per Dan Pleitz memo, by reason of ik				
TerraCotta Tile		Pending - 12/98 - Dan Pleitz filing for registration				
TreeWrap		Being reviewed by the USPTO as a "Supplemental Register"				
WeedBlock (Block letters)		Serial #74/421,910 - Pending				
Country Classic Border		Filed Intent to Use application 7/25/01				
DecoTILE Border		Filed Intent to Use application 7/25/01				
Villa Garden Tiles - Adobe		Filed Intent to Use application 7/25/01				
Villa Garden Tiles - Venicia		Filed Intent to Use application 7/25/01				
Villa Garden Tiles - Roma		Filed Intent to Use application 7/25/01				
Villa Garden Tiles - English Stone		Filed Intent to Use application 7/25/01				
Villa Garden Tiles - English Stone Finial		Filed Intent to Use application 7/25/01				
Easy Gardener Pound-In		Filed Intent to Use application 7/25/01				
Whimsical Loop		Filed Intent to Use application 7/25/01				
Whimsical Arch		Filed Intent to Use application 7/25/01				
Whimsical Dragonfly		Filed Intent to Use application 7/25/01				
Whimsical Jewels		Filed Intent to Use application 7/25/01				
Whimsical Butterfly		Filed Intent to Use application 7/25/01				

Schedule of Trademarks

Registration	1st Use	Registration Number	Issued	Section 8 Renewed	Section 15 Renewed	Next Action
Whimsical Silver Ridge	8/12/01 NHS	Filed Intent to Use application 7/25/01	7/25/01			
Garden Braid Border	8/12/01 NHS	Filed Intent to Use application 7/25/01	7/25/01			
Gallery Garden Border	Intent to Use	Filed Intent to Use application 7/25/01	7/25/01			
<b>Mexico</b>						
Emerald Edge		948,719	Attorney working on it			
<b>CTM's (Community Trademarks - Europe)</b>						
WeedBlock (Stylized)	TM	Includes the following countries - Benelux, Belgium, The Netherlands, Luxembourg, Austria, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Spain, Portugal, Sweden, UK	Filed 8/12/01			
Easy Gardener (Word Mark)	TM		Filed 8/12/01			
Easy Gardener & Rectangle Design	TM		Filed 8/12/01			
Easy Gardener & Flower Design	TM		Filed 8/12/01			
TreeStaKit	TM		Filed 8/12/01			
CloudCover	TM		Filed 8/12/01			
FabricPegs	TM		Filed 8/12/01			
Emerald Edge	TM		Filed 8/12/01			

TRADEMARK LICENSES

None.

NEWYORK/520752.01111/6164159v1  
520752.00003/20957699v1

**RECORDED: 12/12/2001**

**TRADEMARK  
REEL: 002412 FRAME: 0194**