

MRD 12/03/03

12-04-2003

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
FIVED 018
Original documents or copy thereof.

To the Honorable Commissioner of Patents 102587540

1. Name of conveying party(ies):
Platte Chemical Co.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State -NE
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: General Electric Capital Corporation
Internal
Address: _____
Street Address: 201 High Ridge Road
City: Stamford State: CT Zip: 06927-5100
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 11/24/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See continuation of item 4 attached.
Additional number(s) attached Yes No

B. Trademark Registration No.(s) See attached continuation of item 4 attached.

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Linda R. Kastner
Internal Address: c/o Latham & Watkins LLP
Suite 5800
Street Address: 233 South Wacker Drive
City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 97
7. Total fee (37 CFR 3.41).....\$2440.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
12/03/2003 6TON11 00000197 2148150
01 FC:0523 120.00 DP
Linda R. Kastner *Linda R. Kastner* 12/4/03
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

12/03/2003 6TON11 00000192 2148150
01 FC:0521 40.00 DP
02 FC:0522 2400.00 DP

TRADEMARK
REEL: 002758 FRAME: 0716

Continuation of Item 4

Registered U.S. Trademarks:

Registration Number
2,148,150
0,958,080
2,250,540
1,867,889
1,931,781
1,458,896
2,684,100
2,404,566
2,500,985
2,523,514
2,543,165
2,146,773
2,230,537
1,643,255
2,483,027
2,585,571
2,085,224
1,650,452
2,124,435
2,104,093
1,354,904
2,146,674
1,796,729
1,740,487
1,589,663
1,284,924
0,686,757
0,538,118
2,069,801
2,055,427
2,069,828
2,024,414
0,923,394
1,543,193
1,826,804
2,487,092
1,961,090

31

Continuation of Item 4

1,270,535
2,153,020
1,684,113
1,812,687
1,843,390
2,102,323
2,003,152
2,107,923
1,882,788
1,583,282
1,583,181
1,827,122
0,292,828
1,203,329
1,711,104
2,013,933
2,565,771
1,917,566
1,781,029
1,491,785
2,186,334
2,392,020
2,018,383
1,700,132
1,682,624
1,376,762
2,173,835
2,173,402
0,749,987
1,760,561
1,912,173
0,728,746
1,620,701
2,173,804
1,537,184
1,787,327
2,510,769
2,565,772
2,565,771
2,058,370
1,906,818
2,075,103

(42)

Continuation of Item 4

1,829,999
1,865,557
1,865,556
1,773,886
2,576,434
2,559,275
2,559,276
2,362,547

Trademarks Applications in the U.S.:

Serial Number
75/749,365
76/164,408
76/525,457
76/409,921
76/382,457
76/380,874
76/479,883
76/378,653
76/164,805
76/445,010

(18)

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 24, 2003, among PLATTE CHEMICAL CO., a Nebraska corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

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. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in and mortgage on 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 together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature now existing or hereinafter adopted or acquired and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of

America, any states thereof, or any other country or subdivision thereof, to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions 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 or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.


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. COUNTERPARTS. This Trademark Security Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. This Trademark Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Agent, electronic means, all of which shall be equally valid.

[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.

PLATTE CHEMICAL CO.

By: 
Name: David Bullock
Title: Executive Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Name: _____
Title: _____

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.

PLATTE CHEMICAL CO.


By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 

Name: MARC C ROBINSON

Title: DULY AUTHORIZED SIGNATORY

Schedule I

PLATTE CHEMICAL CO.

Registered U.S. Trademarks:

Mark	Registration Number	Date of Registration
A.C.D. 101	2,148,150	3/31/1998
ACA	0,958,080	5/1/1973
ACA PLUS	2,250,540	6/1/1999
ACCOMPLISH	1,867,889	12/20/1994
ACCOST	1,931,781	10/31/1995
ACTAMASTER	1,458,896	9/29/1987
ALLEVIATE	2,684,100	2/4/2003
AMPLIFY	2,404,566	11/14/2000
AST	2,500,985	10/23/2001
AST AND DESIGN	2,523,514	12/25/2001
AVEX	2,543,165	2/26/2002
AWAKEN	2,146,773	3/24/1998
AWAKEN	2,230,537	3/9/1999
BAC-STOP	1,643,255	5/7/1991
BCMU	2,483,027	8/28/2001
BIOCOVER	2,585,571	6/25/2002
BIOSURF	2,085,224	8/5/1997
BOROSOL	1,650,452	7/9/1991
BROCLEAN	2,124,435	12/23/1997
BROMAC	2,104,093	10/7/1997
BROMAX	1,354,904	8/20/1985
BROZINE	2,146,674	3/24/1998
CAVALRY	1,796,729	10/5/1993
CHASER	1,740,487	12/15/1992
CHEAT STOP	1,589,663	4/3/1990
CLEAN CROP	1,284,924	7/10/1984
CLEAN CROP	0,686,757	10/13/1959
C-O-C-S	0,538,118	2/20/1951
CURBIT	2,069,801	6/10/1997
DOUBLEFEATURE	2,055,427	4/22/1997
DURA-GRO	2,069,828	6/10/1997
DURA-GRO	2,024,414	12/17/1996
DUST DEVIL AND DESIGN	0,923,394	11/9/1971
ENDOCIDE	1,543,193	6/13/1989
ENGAGE	1,826,804	3/15/1994
EZ LOAD SYSTEM	2,487,092	9/11/2001
FEATURE	1,961,090	3/5/1996

FOUR POWER PLUS	1,270,535	3/20/1984
FRUIT STOP	2,153,020	4/21/1998
FULL-BAC	1,684,113	4/21/1992
GROWER'S CHOICE	1,812,687	12/21/1993
GROWER'S CHOICE	1,843,390	7/5/1994
GROWER'S CHOICE & DESIGN (Above)	2,102,323	9/30/1997
GROWER'S CHOICE & DESIGN (Below)	2,003,152	9/24/1996
GRO-WET	2,107,923	10/21/1997
HAT TRICK	1,882,788	3/7/1995
HOLDEM	1,583,282	2/20/1990
HY-STOP	1,583,181	2/20/1990
ICE ERASER	1,827,122	3/22/1994
KLEENUP	0,292,828	3/29/1932
KLEENUP	1,203,329	8/3/1982
MEC AMINE-D	1,711,104	9/1/1992
MICROFEATURE	2,013,933	11/5/1996
MISCELLANEOUS DESIGN (TRIBUTE)	2,565,771	4/30/2002
NEMASOL	1,917,566	9/12/1995
PARASPRAY	1,781,029	7/13/1993
PIT STOP	1,491,785	6/14/1998
PRE PAIR	2,186,334	9/1/1998
PROSPECT	2,392,020	10/3/2000
Q-HALT	2,018,383	11/19/1996
QUICK PICK	1,700,132	7/14/1992
RAMPART	1,682,624	4/14/1992
RESPOND	1,376,762	1/7/1986
RISER	2,173,835	7/14/1998
SABER	2,173,402	7/14/1998
SALVO	0,749,987	5/28/1963
SAVAGE	1,760,561	3/23/1993
SHOTGUN	1,912,173	8/15/1995
SPROUT NIP	0,728,746	3/20/1962
SPROUT NIP AND DESIGN	1,620,701	11/6/1990
STAY-N	2,173,804	7/14/1998
SUPER-TAC 85	1,537,184	5/2/1989
SWORD	1,787,327	8/10/1993
TOP GUN	2,510,769	11/20/2001
TRIBUTE	2,565,772	4/30/2002
TRIBUTE (DESIGN)	2,565,771	4/30/2002
TURF TRAX	2,058,370	4/29/1997
UHS	1,906,818	7/17/1995
ULTRA FAST	2,075,103	7/1/1997

UNITED HORTICULTURAL SUPPLY	1,829,999	4/5/1994
UNITED HORTICULTURAL SUPPLY	1,865,557	12/6/1994
UNITED HORTICULTURAL SUPPLY MISCELLANEOUS DESIGN	1,865,556	12/6/1994
UNITED HORTICULTURAL SUPPLY MISCELLANEOUS DESIGN	1,773,886	5/25/1993
UNITED HORTICULTURAL SUPPLY SIGNATURE	2,576,434	6/4/2002
UNITED HORTICULTURAL SUPPLY SIGNATURE AND DESIGN	2,559,275	4/9/2002
UNITED HORTICULTURAL SUPPLY SIGNATURE AND DESIGN	2,559,276	4/9/2002
ZIP N GO	2,362,547	6/27/2000

Trademarks Applications in the U.S.:

Mark	Serial Number	Date Filed
AMPLIFY AND DESIGN	75/749,365	7/13/1999
BISECT	76/164,408	11/14/2000
BLT	76/525,457	6/25/2003
DYNA-GRO	76/409,921	5/17/2002
GLACIAL	76/382,457	3/13/2002
GLACIAL AND DESIGN	76/380,874	3/13/2002
PYRANICA	76/479,883	1/2/2003
SAVANA	76/378,653	3/1/2002
SIGNATUER PURE SEED TAG	76/164,805	11/14/2000
SMOLDER	76/445,010	8/29/2002

Registered Trademarks in Canada:

Mark	Registration Number	Date of Registration
KLEENUP	103330	5/18/1956
RISER	TMA586641	8/6/2001

Trademark Applications in Canada:

Mark	Application Number	Date Filed
BIOCOVER	863729	12/10/1997

Trademark Licenses: See Schedule 5.6(e) of the Credit Agreement.