

MRD 12/03/03

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

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12-04-2003



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patent

all documents or copy thereof.

1. Name of conveying party(ies): Loveland Industries, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State - CO Other

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

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.

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: 72 7. Total fee (37 CFR 3.41): \$ 1815.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number:

9. Signature. Linda R. Kastner 12/2/03 Signature Date

12/03/2003 6TON11 00000208 1706108 01 FC:8523

120.00 OP Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

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 00000205 1706108 01 FC:8521 02 FC:8522

40.00 OP 1775.00 OP

TRADEMARK REEL: 002761 FRAME: 0089

Continuation of Item 4

Registered U.S. Trademarks:

	Registration Number
	1,706,108
	0,937,372
	1,933,551
	1,491,911
	2,769,870
	0,820,158
	1,441,676
	2,108,067
	1,656,536
	1,881,077
	0,833,539
	1,229,192
	2,200,190
	2,213,328
	1,704,461
	2,008,588
	2,008,553
	2,048,096
	1,704,460
	2,512,549
	1,280,344
	1,634,629
	2,019,465
	1,742,051
	0,224,515
	1,592,636
	1,471,094
	2,599,375
	1,491,786
	1,210,155
	1,890,779
	2,011,961
	2,008,590
	1,120,299

34

Continuation of Item 4

0,962,376
1,701,277
1,123,077
2,546,284
0,696,261
2,241,815
1,335,062
2,175,091
1,360,060
2,008,828
2,008,659
1,834,282
2,008,591
0,975,590
1,796,696
1,879,370
2,300,584
0,640,991
1,533,871
0,975,589
2,023,213
1,650,453
1,280,345
2,543,549
1,792,269
1,706,107
2,292,734
1,104,119
2,754,057
2,618,943
2,561,086
2,008,589
1,159,598

Trademark Applications in the U.S.:

Serial Number
76/525,470
76/525,466
76/363,741
76/525,459
76/266,136

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November ~~27~~²⁴, 2003, among LOVELAND INDUSTRIES, INC., a Colorado 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.

LOVELAND INDUSTRIES, INC.

By: 
Name: David Bullock
Title: Executive Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Name: _____
Title: _____

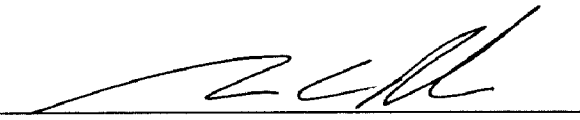
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LOVELAND INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: MICHAEL C. ROBINSON
Title: DULY AUTHORIZED SIGNATORY

Schedule I

LOVELAND INDUSTRIES, INC.

Registered U.S. Trademarks:

Mark	Registration Number	Date of Registration
357	1,706,108	8/11/1992
AGICIDE	0,937,372	7/11/1972
AGRA ZONE	1,933,551	11/7/1995
BIG-6	1,491,911	6/14/1988
BLENDMASTER	2,769,870	9/30/2003
BOMYL	0,820,158	12/13/1966
BOND	1,441,676	6/9/1987
CHOICE	2,108,067	10/28/1997
CUBRIR	1,656,536	9/10/1991
DEPOSIT	1,881,077	2/28/1995
DOUBLE-M	0,833,539	8/15/1967
DOZER	1,229,192	3/8/1983
DYNA-GRAZE	2,200,190	10/27/1998
ENZIMAX	2,213,328	12/22/1998
FIGHTER-F	1,704,461	8/4/1992
FLAME	2,008,588	10/15/1996
FREEWAY	2,008,553	10/15/1996
GRIP	2,048,096	3/25/1997
GUNSMOKE	1,704,460	8/4/1992
HERBIMAX	2,512,549	12/27/2001
HOPKINS (STYLIZED)	1,280,344	6/5/1984
INCITE	1,634,629	2/12/1991
INITIATE	2,019,465	11/26/1996
INTAC	1,742,051	12/22/1992
KOLODUST (STYLIZED)	0,224,515	3/1/1927
LI (DESIGN) LOVELAND INDUSTRIES, INC. (STYLIZED)	1,592,636	4/24/1990
LI 700	1,471,094	1/5/1988
LIBERATE	2,599,375	7/23/2002
LOVELAND INDUSTRIES, INC.	1,491,786	6/14/1988
MAXIMIZER	1,210,155	9/28/1982
MICROMASTER	1,890,779	4/25/1995
MICRO-PROP	2,011,961	10/29/1996
MICROTREAT	2,008,590	10/15/1996
MISCELLANEOUS DESIGN	1,120,299	6/19/1979

(NEPTUNE KING DESIGN)		
MO-BAIT	0,962,376	7/3/1973
MSO	1,701,277	7/21/1992
NEPTUNE	1,123,077	7/31/1979
PHASE	2,546,284	3/12/2002
PLYAC	0,696,261	4/19/1960
PROTOMAX	2,241,815	4/27/1999
QUASAR	1,335,062	5/14/1985
SAFETGRO	2,175,091	7/21/1998
SEED MATE	1,360,060	9/17/1985
SHELTER	2,008,828	10/15/1996
SITE	2,008,659	10/15/1996
SLICK PICK	1,834,282	5/3/1994
SLINGSHOT	2,008,591	10/15/1996
SOOIE	0,975,590	12/25/1973
SOW-FAST	1,796,696	10/5/1993
SOY WET	1,879,370	2/14/1995
SPECTRASOL	2,300,584	12/14/1999
SPRAYMATE	0,640,991	2/5/1957
SPRAYMATE	1,533,871	4/11/1989
STRAPOLASS	0,975,589	12/25/1973
SUPPORT	2,023,213	12/17/1996
TAKE-DOWN	1,650,453	7/9/1991
TEST TUBE DESIGN	1,280,345	6/5/1984
THRUST	2,543,549	2/26/2002
TREKKER TRAX	1,792,269	9/14/1993
TUFF TRAX	1,706,107	8/11/1992
ULTRA GARD	2,292,734	11/16/1999
UNITE	1,104,119	10/17/1978
VALID	2,754,057	8/19/2003
VORTEX	2,618,943	9/10/2002
WASTEMASTER	2,561,086	4/16/2002
WIDESPREAD	2,008,589	10/15/1996
X-77	1,159,598	7/7/1981

Trademark Applications in the U.S.:

Mark	Serial Number	Date Filed
DYNA-START & DESIGN	76/525,470	6/25/2003
MIZER & DESIGN	76/525,466	6/25/2003
SHEAR-GUARD TECHNOLOGY	76/363,741	1/29/2002
SO-FAST	76/525,459	6/25/2003
VINEGRA	76/266,136	6/5/2001

Trademarks Registered in Canada:

Mark	Registration Number	Date of Registration
BOND	490396	2/23/1998
BREAKER	TMA588294	8/27/2003
CROP MATE	385164	5/31/1991
FIGHTER-F	386006	6/21/1991
FLUSH	TMA588192	8/26/2003
JOLT	TMA502325	10/16/1998
LI 700	TMA347363	11/4/1988
PLYAC	231923	2/23/1979
TREKKER TRAX	TMA386259	6/28/1991
X-77	TMA421631	12/24/1993

Trademark Applications in Canada:

Mark	Application Number	Date of Application
ACTIVATOR 90	1019710	7/8/1999
CHOICE	1129833	2/1/2002
LIBERATE	1104609	5/30/2001

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