

FORM PTO-1594
(Rev. 8-88)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Atty Docket No. 53045.287934

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
EASY GARDENER PRODUCTS, LTD., a Texas limited partnership (the "**Borrower**"), **EYAS INTERNATIONAL, INC.**, a Texas corporation, **EG, L.L.C.**, a Nevada limited liability company, **E G PRODUCT MANAGEMENT, L.L.C.**, a Texas limited liability company, **WEATHERLY CONSUMER PRODUCTS GROUP, INC.**, a Delaware corporation, **WEATHERLY CONSUMER PRODUCTS, INC.**, a Delaware corporation, and **NBU GROUP, LLC**, a Texas limited liability company (each a "**Guarantor**", and collectively with the Borrower, the "**Grantors**")

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional names(s) of conveying party(ies) attached Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 29, 2003

2. Name and address of receiving party(ies)
 Name: **CapitalSource Finance LLC**

Internal Address: 12th Floor

Street Address: 4445 Willard Avenue

City: **Chevy Chase** State: **MD** Zip: **20815**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Delaware limited liability company

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

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

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
SEE ATTACHED SCHEDULE A

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

Name: William H. Brewster

Internal Address: Kilpatrick Stockton LLP

Street Address: 1100 Peachtree St., Suite 2800

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: 57

7. Total fee (37 CFR 3.41).....\$ 1,440

Enclosed

Authorized to be charged to deposit account
 The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:
11-0860

DO NOT USE THIS SPACE

9. 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.

Valetta A. Northcutt Valetta Northcutt 2/27/04
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 12

CH \$1440.00 110860 1841457

Schedule A

	Registration Mark	Registration Number	Serial Number
	Trademarks - USA		
1.	Ampet	1,841,457	74-341876
2.	Ampet Bioflush	1,870,742	74-341718
3.	Am turf	1,452,412	73-604876
4.	Am turf & Eagle Design	2,145,480	75-183170
5.	Am turf Lawn Patch	2,308,303	75-382436
6.	BioBlock	1,938,066	74-539577
7.	BirdBlock	1,804,536	74-329534
8.	Born to Be Wild	2,261,719	75-487594
9.	CloudCover	1,252,606	73-367655
10.	Country Classic Border	2,667,208	76-293337
11.	Daisy Patch	2,120,539	75-116057
12.	DeerBlock	1,802,112	74-329925
13.	Dog Patch	2,269,486	75-257455
14.	Easy Gardener (Repellents)	2,294,225	75-507138
15.	Easy Gardener & Design	1,445,222	73-576724
16.	Easy Gardener & Design (new)	2,356,107	75-515511
17.	Emerald Edge	1,928,560	74-430993
18.	Erosion Patch	1,833,987	74-415471
19.	FabricPegs (Prin. Reg.)	1,981,079	74-696434
20.	FabricPegs (Supp. Reg.)	1,557,426	73-763890
21.	FastStart	1,671,754	74-137942
22.	FlexiTrim	2,479,878	76-103154
23.	"Great Results, Less Work"	2,359,625	75-810382
24.	Green Again	2,015,572	75-028508
25.	Gro-Bags	1,447,569	73-631381
26.	GroCover & Design	1,475,961	73-655219
27.	Gro-Stakes (b.l.)	1,664,643	74-079964
28.	Herb Patch	1,705,938	74-116975
29.	It Works. You Don't (b.l.)	1,768,337	74-243947
30.	Jobe's (old design)	0,982,195	72-452799
31.	Jobe's (new design)	2,281,733	75-978396
32.	Jobe's Weed Control Fabric	2,321,088	75-610380
33.	Kids Patch	2,063,862	74-675506
34.	Kids Flower Patch	2,093,620	75-050565
35.	Kitty Soft	2,153,029	75-141249
36.	Landscape Solutions	2,044,327	74-588735
37.	MicroPore	1,766,881	74-192574
38.	Morning Glory Patch	2,155,512	75-127359
39.	Mother Earth Premium Flower Collection	2,250,586	75-431387
40.	Polyspun 350	1,905,636	74-448123
41.	Poppy Patch	2,120,568	75-127364
42.	Ross	1,684,947	74-079932
43.	Ross (b.l.)	1,741,296	74-215625
44.	Ross (leaf design in "O" of Ross)	1,682,545	74-107615
45.	Ross Root Feeder	1,675,783	74-079974
46.	Scatter Cap (b.l.)	1,986,161	74-546230
47.	Stops Weeds for Years	1,921,278	74-539576
48.	Tomato Boomers & design	1,084,414	73-076439
49.	Tree Gard	2,010,199	75-028507
50.	TreeStaKit	1,769,537	74-332849
51.	WeedBlock (Arrow style)	1,408,576	73-576723
52.	WeedBlock (New stylized)	2,334,841	75-561295
53.	XP-20 (b.l.)	1,989,049	74-546229
54.	Weed Wizard	2,327,614	75-360611
55.	Whimsical Arch	2,664,490	76-293341
56.	Whimsical Loop	2,696,514	76-293342
57.	Zinnia Patch	2,292,883	75-609246

TRADEMARK

ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN

This Acknowledgement of Intellectual Property Collateral Lien (this "Acknowledgement") is dated as of October 29, 2003, by EASY GARDENER PRODUCTS, LTD., a Texas limited partnership (the "Borrower"), EYAS INTERNATIONAL, INC., a Texas corporation, EG, L.L.C., a Nevada limited liability company, E G PRODUCT MANAGEMENT, L.L.C., a Texas limited liability company, WEATHERLY CONSUMER PRODUCTS GROUP, INC., a Delaware corporation, WEATHERLY CONSUMER PRODUCTS, INC., a Delaware corporation, and NBU GROUP, LLC, a Texas limited liability company (each a "Guarantor", and collectively with the Borrower, the "Grantors"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent and collateral agent under the Loan Agreement (in such capacities, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of the date hereof among Grantors, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to provide Loans to the Grantors upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their Obligations under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and to induce Secured Party and Lenders to enter into the Loan Agreement and to induce thereunder, each Grantor hereby

*Val Nortcutt
22nd*

53045.287934

Section 1.
otherwise defined shall have the the extent the same are used or d effect on the date hereof. When masculine and feminine, the Acknowledgement shall mean amended, modified, supplement Unless otherwise specified, all : the meanings given to such t References in this Acknowledge and permitted assigns.

erein and not greement or, to of the UCC in der includes the versa. This y hereafter be n time to time. ents shall have e with GAAP. d its successors

Section 2.
Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby reaffirms its grant to Secured Party, for itself and the

in Intellectual

benefit of the Lenders, of a first priority security interest in the Collateral (subject to Priority Permitted Liens), and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (herein referred to as "Intellectual Property Collateral"):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

all renewals, reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, 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;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Notwithstanding anything herein to the contrary, this Acknowledgement is subject to the terms and conditions of the Intercreditor Agreement in all respects. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

EASY GARDENER PRODUCTS, LTD, a Texas limited Partnership

By: **E G Product Management, L.L.C., its General Partner**

By: [Signature]
Name: Richard Grandy
Title: Manager

EYAS INTERNATIONAL, INC., a Texas corporation

By: [Signature]
Name: Richard Grandy
Title: President

EG, L.L.C., a Nevada limited liability company

By: [Signature]
Name: Richard Grandy
Title: Manager

E G PRODUCT MANAGEMENT, L.L.C., a Texas limited liability company

By: [Signature]
Name: Richard Grandy
Title: Manager

WEATHERLY CONSUMER PRODUCTS GROUP, INC., a Delaware corporation

By: [Signature]
Name: Richard Grandy
Title: President

WEATHERLY CONSUMER PRODUCTS, INC., a Delaware corporation

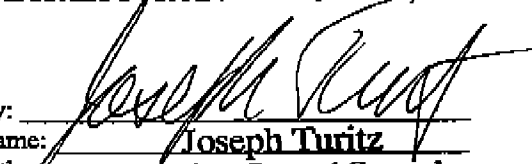
By: *Richard Grandy*
Name: Richard Grandy
Title: President

NBU GROUP, LLC, a Texas limited liability company

By: *Richard Grandy*
Name: Richard Grandy
Title: President

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: 
Name: Joseph Turitz
Title: Associate General Counsel

SCHEDULE I
 to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

- A. REGISTERED TRADEMARKS
Including Mark Reg. No. and Date
- B. TRADEMARK APPLICATIONS
- C. TRADEMARK LICENSES
Including Name of Agreement, Parties and Date of Agreement

SEE ATTACHED

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

- A. REGISTERED COPYRIGHTS
Including Copyright Reg. No. and Date
- B. COPYRIGHT APPLICATIONS
- C. COPYRIGHT LICENSES
Including Name of Agreement, Parties and Date of Agreement

NONE

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENT

Including Patent Reg. No. and Date

B. PATENT APPLICATIONS

C. PATENT LICENSES

Including Name of Agreement, Parties and Date of Agreement

SEE ATTACHED

Trademark / Patent Status

Registration Mark	1st Use	Registration Number	Serial Number	Filing Date	Issued	Section 6 Renewed	Section 15 Acknowledged	Next Action
Trademarks: USA						5 Years unless noted otherwise		
Ampel	2/8/1993	1,841,457	74-341876	12/21/92	6/21/94	1/19/2000	1/19/2000	1/19/2005
Ampel Bioflush	2/2/1993	1,870,742	74-341718	12/21/92	12/27/94	8/30/2000	8/30/2000	8/30/2005
Aimurf	7/1/93	1,452,412	73-804876	6/18/86	8/11/87	7/8/1993	7/8/1993	
Aimurf & Eagle Design	10/1/1996	2,145,480	75-183170	10/11/96	3/17/98			9/17/2003
Aimurf Lawn Patch	8/15/1998	2,308,303	75-382436	10/31/97	1/18/00			1/18/05 & 1/18/10
BioBlock	3/1/1993	1,938,068	74-539577	6/20/94	11/26/95	1/24/2001	1/24/2001	1/24/2006
BirdBlock	7/1/1992	1,804,536	74-329534	1/19/92	11/16/93	12/1/1998	12/1/1998	12/1/2003
Born to Be Wild	12/1/1989	2,261,719	75-487594	5/19/88	7/13/89			7/13/2004
CloudCover	10/3/1981	1,252,606	73-367655	6/2/82	10/4/83	1/30/2003	1/30/2003	1/30/2013
Country Classic Border	12/27/2001	2,667,208	76-283337	8/2/01	12/24/02			12/24/2007
Daisy Patch	1/1/1997	2,120,539	75-116057	6/7/98	12/9/97			5/5/2003
DeerBlock	8/1/1992	1,802,112	74-329925	1/19/92	11/2/93	8/1/1999	8/1/1999	8/1/2004
Dog Patch	1/1/1998	2,268,488	75-257455	3/14/97	8/10/99			8/10/2004
Easy Gardener (Repellents)	2/1/98	2,294,225	75-507138	6/23/98	11/23/99			11/23/2004
Easy Gardener & Design	8/1/83	1,445,222	73-578724	1/8/86	6/30/87	3/8/1993	3/8/1993	
Easy Gardener & Design (new)	8/1/98	2,356,107	75-515511	7/8/98	5/8/00			6/6/2005
Emerald Edge	2/1/94	1,928,560	74-430993	8/31/93	10/7/95	11/24/2001	11/24/2001	11/24/2006
Erosion Patch	12/1/80	1,833,987	74-415471	7/21/83	5/3/94	10/1/1999	10/1/1999	10/1/2004
FabricPegs (Pat. Reg.)	7/1/1988	1,881,078	74-698434	6/22/85	8/18/86	9/8/2001	9/8/2001	9/8/2006
FabricPegs (Supp. Reg.)	7/1/1988	1,557,426	73-763890	11/15/88	9/19/89	9/8/2001	9/8/2001	9/8/2006
FastStart	8/1/80	1,871,754	74-137842	2/11/81	1/14/82	7/24/2001	7/24/2001	7/24/2011
FlexTrim	0/1/1900	2,479,878	76-109154	8/3/00	08/21/01			8/21/2006
Great Results, Less Work	8/1/86	2,359,625	75-610382	12/22/88	6/20/00			6/20/05 & 6/20/10
Green Again	8/30/1976	2,015,572	76-028508	12/6/95	11/12/96			4/28/03 to DP for renewal
Gro-Bags	Dec-85	1,447,569	73-631381	11/20/86	7/14/87	2/19/1993	2/19/1993	2/19/2003
GroCover & Design	3/8/1987	1,475,861	73-655219	4/14/87	2/9/88	4/6/1994		2/9/2003
Gro-Stakes (b.l.)	10/1/81	1,664,643	74-079964	7/19/80	11/19/81	7/25/2001	7/25/2001	7/25/2011
Herb Patch	10/1/95	1,705,938	74-118975	11/20/80	6/4/92	11/4/1998	11/4/1998	11/4/2003
It Works, You Don't (b.l.)	7/23/1991	1,768,337	74-243947	2/7/92	5/4/93	11/1/2002	11/1/2002	11/1/2012
Jobe's (old design)	12/1/1972	0,982,195	72-452789	3/28/73	4/16/74	10/12/1994	10/12/1994	10/12/2004
Jobe's (new design)	11/1/87	2,261,733	75-978396	8/1/87	7/13/89			7/13/2004
Jobe's Weed Control Fabric	8/1/98	2,321,088	75-610380	12/22/98	2/22/00			2/22/2005
Kids Patch	12/31/95	2,053,882	74-675508	5/15/95	6/20/97			5/20/2003
Kids Flower Patch	12/30/96	2,093,620	75-050565	1/30/96	8/2/97			9/2/2003
Kitty Soft	1/1/97	2,159,029	75-141249	7/28/86	4/2/98			4/2/2003
Landscape Solutions	12/30/85	2,044,327	74-588735	10/21/94	3/11/97			3/11/2002
MicroPore	12/1/1992	1,766,881	74-192574	8/8/91	4/20/93	7/28/1998	7/28/1998	4/20/2003
Morning Glory Patch	1/1/1987	2,155,512	75-127359	6/7/86	5/5/88			5/5/2003
Mother Earth Premium Flower Collection	1/21/1999	2,250,586	75-431987	2/9/98	8/1/99			8/1/2004
Polyspun 350	3/1/1998	1,905,896	74-448123	10/15/93	7/18/95	4/6/2001	4/6/2001	4/6/2007
Poppy Patch	1/1/1987	2,120,568	75-127384	6/7/86	12/9/87			12/9/2002
Pro WeedBlock	1/1/1994	Not registered but can use because of WeedBlock per Dan Pleitz						12/9/2002
Ross	12/21/1946	1,684,947	74-078932	7/19/90	5/5/92	12/6/2002	12/6/2002	12/6/2012
Ross (b.l.)	03/01/74	1,741,296	74-215625	10/26/91	12/22/92	1/1/2002	1/1/2002	1/1/2012
Ross (leaf design in "O" of Ross)	7/23/1990	1,682,545	74-107815	10/22/80	4/10/82	9/1/2001	9/1/2001	9/1/2011
Ross Root Feeder	12/21/1946	1,675,783	74-079974	7/18/90	2/18/92	7/25/2001	7/25/2001	7/25/2011
Scatter Cap (b.l.)	1/1/194	1,888,161	74-846230	7/6/94	7/8/96	8/30/2001	8/30/2001	8/30/2007
Stops Weeds for Years	8/1/1993	1,921,278	74-539376	6/20/94	9/16/95	7/28/2001	7/28/2001	7/28/2007

TRADEMARK

REEL: 002803 FRAME: 0128

Trademark / Patent Status

Easy Gardener, Inc.

Registration Mark	1st Use	Registration Number	Serial Number	Filing Date	Issued	Section 8 Renewed	Section 16 Acknowledged	Next Action
Tomato Boomerangs & design	1/21/1976	1,084,414	73-076439	2/8/76	2/7/78	11/8/1997	11/8/1997	11/8/2007
Tree Gard	5/8/1975	2,010,189	75-028507	12/6/85	10/22/96	1/18/2002	1/18/2002	1/18/2007
TreeStatKit	7/1/1992	1,769,537	74-332849	11/19/92	5/4/93	10/29/1998	10/29/1998	10/29/2005
WeedBlock (Arrow style)	10/1/83	1,408,576	73-576723	1/8/86	9/9/88	2/18/1992	2/18/1992	2/18/1999
WeedBlock (New stylized)	8/16/1998	2,334,841	75-561285	9/28/98	3/28/00			9/28/2005
XP-20 (b.l.)	11/1/84	1,988,048	74-548229	7/8/84	7/23/86	9/7/2001	9/7/2001	9/7/2007
Weed Wizard	5/7/1987	2,327,614	75-360611	9/22/97	3/14/00			3/14/2005
Whimsical Arch	8/12/01 NHS	2,684,490	76-293341	3/26/01	12/17/02			12/17/2007
Whimsical Loop	8/12/01 NHS	2,686,514	76-293342	8/2/01	3/11/03			3/11/08 & 3/11/13
Zinnia Patch	1/1/01/1997	2,292,889	75-603246	12/16/98	11/16/99			11/16/04 & 11/16/09
Trade Secrets								
CloudCover formulation, recipe trade secret								
Reel/Frime		8609/0520			10/17/95			

TRADEMARK

Updated 10/24/2003 Page 2 of 2 — TMs Mv Documents/Trademarks/Schedule 5 11 Intellectual Property v13604