

4/9/04

04-16-2004



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Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):  
Lebanon Chemical Corporation

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: April 1, 2004

2. Name and address of receiving party(ies)  
 Name: Wachovia Bank, National Association  
 Internal Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street Address: 1339 Chestnut Street  
 City: Philadelphia State: PA Zip: 19103

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Bank

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

TRADEMARK FEE PROCESS  
 2004 APR 11  
 U.S. PATENT & TRADEMARK OFFICE

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
see attached

B. Trademark Registration No.(s)  
see attached

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Tonya Chapple  
 Internal Address: CSC  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 80 State Street, 6th floor  
 \_\_\_\_\_  
 City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: ..... 100

7. Total fee (37 CFR 3.41).....\$ 2515.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 \_\_\_\_\_

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

**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.*

Amy Lee Brady                                                           04/08/2004  
 Name of Person Signing                              Signature                              Date

Total number of pages including cover sheet, attachments, and document: 29

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

04/15/2004 MGETACHE 00000067 0819681

01 FC:8521                              40.00 OF  
 02 FC:8522                              2475.00 OF

**TRADEMARK**  
**REEL: 002945 FRAME: 0791**

(b) United States Registered Trademarks.

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
TURF QUEEN	819681	December 6, 1966
TIMSTAN	1304022	November 6, 1984
NATIONAL BEAUTIFICATION	861208	December 3, 1968
MEADOW VIEW	1308254	December 4, 1984
LONG LIFE	1540749	May 23, 1989
KENTUCKY GREEN	780058	November 10, 1964
HIGHLAND GREEN	852968	July 23, 1968
FALL-TILIZER	1290617	August 21, 1984
DAY BREAK	1409738	September 16, 1986
CALVERT PARK	998031	November 12, 1974
AMERIGROW	1604225	July 3, 1990
COMPOSITE TECHNOLOGY	2508603	November 20, 2001
COUNTRY CLUB	325381	June 18, 1935

SL1 432560v1/04656.037

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
COUNTRY SQUIRE	827082	April 11, 1967
CRABICIDE GREEN	963326	July 10, 1973
ESCOTE	1604214	July 3, 1990
GLORION	596976	October 19, 1954
GLORION	2254896	June 22, 1999
GREEN GOLD	1322802	March 5, 1985
GREEN POWER	830469	June 20, 1967
GREEN START	1246138	July 26, 1983
GREENPRO PROFESSIONAL LAWN SERVICE PRODUCTS	1341838	June 18, 1985
GREENPRO	1343697	June 25, 1985
GREENSKEEPER	2064333	May 27, 1997
GREENVIEW	1048760	September 28, 1976
HOMESTEAD	1456086	September 8, 1987
HOMESTEAD H	1286646	July 24, 1984
IBDU/SCU	1239009	May 24, 1983
IBDU	961242	June 19, 1973
IMPERIAL	45652	August 22, 1905
ISO PRO	2375981	August 8, 2000
ISOTEK31	2116869	November 25, 1997
LEBANON	1107644	December 5, 1978
MESA	2569049	May 14, 2002
NX-PRO	1886498	March 8, 1995
PAR-EX	684618	September 8, 1959
PERK STRESS RELIEF	2538623	February 12, 2002
PERKUP	2532194	January 22, 2002
PERK	2071127	June 17, 1997
PREEN 'N GREEN	1475555	February 8, 1988
PRO-GRADE	2093354	September 2, 1997
PROSCAPE	2336728	March 28, 2000
QUICK GREEN	1305588	November 20, 1984

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ROSE-MATE	1093026	June 13, 1978
SHRUB-MATE	1094133	June 27, 1978
SPRING TONIC	1065069	May 10, 1977
STRESS RELIEF	2566000	April 30, 2002
THE PROBLEM SOLVERS	2316971	February 8, 2000
TREBL	877266	September 23, 1969
TURF MASTER	1181721	December 15, 1981
TURF MASTER	2377667	August 15, 2000
UNI-FORM	2177448	July 28, 1998
WINTER GREEN	909930	March 16, 1971
WOODSCAPE	1932758	November 7, 1995
YARD-WIDE GUARANTEE	1625478	December 4, 1990
METH-EX	2116909	November 25, 1997
MOISTURE CELL TECHNOLOGY	2798764	December 23, 2003
PENNMULCH SEED ACCELERATOR	2792466	December 9, 2003
WOODACE	1269536	March 13, 1984
BUG OUT	828097	May 2, 1967
CRABICIDE	828095	May 2, 1967
EXPEL	950195	January 9, 1973
GREENPRO PROFESSIONAL LAWN SERVICE PRODUCTS	1397359	June 17, 1986
GREENPRO	1438889	May 12, 1987
HOMESTEAD	1456079	September 8, 1987
PREEN	828096	May 2, 1967
[YELLOW AND RED CONTAINER AND CAP]	2048547	April 1, 1997
DROP-SPRED	1350321	July 23, 1985
JET-SPRED	768162	April 14, 1964
SHOW 'N TELL	864209	January 28, 1969
ALL-GREEN	983036	April 30, 1974
AMERICAN LANDSCAPER	1344903	June 25, 1985

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
COUNTRY CLUB	1968270	April 16, 1996
DELAWARE VALLEY	1354551	August 13, 1985
DROUGHT MASTER	2042239	March 4, 1997
EMERGE	2422623	January 23, 2001
ESTATE MIXTURE	1482611	March 29, 1988
GLEN GREEN	819680	December 6, 1966
GREEN GOLD	2083813	July 29, 1997
GREENVIEW	1366950	October 22, 1985
HOME BEAUTY	819679	December 6, 1966
KENTUCKY ROYALE	1560074	October 10, 1989
LYRIC BRAND	190726	October 21, 1924
LYRIC DELITE	2714345	May 6, 2003
LYRIC SUPREMÉ	2463595	June 26, 2001
PENNMULCH	1982914	June 25, 1996
PROSCAPE	2228686	March 2, 1999
QUICK GREEN	847517	April 16, 1968
SOCIETY HILL	773775	July 21, 1964
SONG 'N BEAUTY	852870	July 16, 1968
TRI-FESCUE MIXTURE	1423478	December 30, 1986
TRI-RYE MIXTURE	1428898	February 10, 1987
TRIFECTA	1492504	June 14, 1988
TURFMASTER	2086338	August 5, 1997
WINNING COLORS	2493567	September 25, 2001
WONDER GRO	397101	August 18, 1942

(c) United States Trademark Applications.

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
GREENVIEW SOIL IMPROVER	78-221322	March 4, 2003
EXPO	78-205897	January 22, 2003
GREENVIEW CERTIFIED	76-492320	February 25, 2003
TRI-RYE	76-513179	May 9, 2003

2. Foreign Registered Assets.

(a) Foreign Registered Trademarks.

**PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES  
SECURITY AGREEMENT**

This Patents, Trademarks, Copyrights and Licenses Security Agreement ("Agreement") is made as of the 1st day of April, 2004, by and between LEBANON CHEMICAL CORPORATION ("Company"), a Pennsylvania corporation, with its chief executive office located at 1600 E Cumberland Street, Lebanon PA 17042, and Wachovia Bank, National Association, in its capacity as Agent for Lenders ("Agent"), having a mailing address of 1339 Chestnut Street, Philadelphia, Pennsylvania 19103, Attn: Margaret A. Byrne, Vice President.

**BACKGROUND**

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith by and among Company, those certain subsidiaries of Company now or hereafter identified on the signature pages thereto as borrowers thereunder (collectively together with Company, "Borrowers"), those financial institutions now or hereafter identified as Lenders thereunder (collectively, the "Lenders") and Agent, acting as agent for the benefit of the Lenders (as it may hereafter be from time to time amended, modified, restated, supplemented or replaced, the "Credit Agreement"), under which Company is granting Agent, a lien on and security interest in all of the assets of Company associated with or relating to products leased or sold or services provided under all of Company's now or hereafter existing or acquired patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Agent is entitled to foreclose or otherwise deal with such assets, patents, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Credit Agreement.

B. Company has adopted, used and is using (or has filed applications and/or registrations of) the patents, patent rights, and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, and service trade names (collectively, "Trademarks"); and copyrights and copyright applications (collectively, the "Copyrights"); each as listed on **Schedule A** attached hereto and made part hereof (or on any amended **Schedule A** provided pursuant to Section 3(f) hereof), and all goodwill associated with and represented by any of the foregoing ("Goodwill") (all such Patents, Trademarks, Copyrights or Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Credit Agreement, Agent is acquiring a lien on, and security interest in, the Assets and the registrations thereof as security for all Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement and all the other

Credit Documents and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to Agent in all of its present and future right, title and interest in and to the Assets and the registrations thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Company hereby covenants and agrees to maintain the Assets in full force and effect until all Obligations are indefeasibly paid and satisfied in full and the Credit Agreement and the Revolving Credit Commitments are terminated, provided that Lebanon may abandon or allow to lapse or terminate or otherwise fail to maintain any particular Asset if Lebanon shall have determined in its commercially reasonable judgment that the failure to maintain such Asset will not have a Material Adverse Effect and that the Asset in question does not have any significant value to Company and/or its business. Along with any Compliance Certificate delivered by Company to Agent under Section 8.1(f) of the Credit Agreement, Company shall deliver to Agent a list of any Assets which Company has so abandoned, allowed to lapse or terminate or otherwise failed to maintain during the preceding fiscal quarter of Company.

3. Company represents, warrants and covenants that:

(a) Except as disclosed on Schedule A hereto (or as Company shall otherwise notify Agent from time to time), the Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Except as disclosed on Schedule A hereto (or as Company shall otherwise notify Agent from time to time), each of the Assets is valid and enforceable;

(c) Except as disclosed on Schedule A hereto (or as Company shall otherwise notify Agent from time to time), Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Company not to sue third persons;

(d) Company has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Company has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§1051-1127, 17 U.S.C. §101, et seq., 35 U.S.C. §101 et seq. and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule A constitute all of the registered Assets, and all applications for any of the foregoing, now owned and used by Company. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Credit Agreement shall have been terminated, Company shall become the owner of (i) any new registrable patentable inventions, trademarks, trademark registrations, trade names, or copyrights, or (ii) any registered patent, patent registration or application, trademark, trademark registration or application, copyright or copyright registration or application, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, such patent or trademark

application, trademark, trademark registration, copyright or copyright registration or application, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the "Assets" hereunder and the provisions of this Agreement, including the grant of a lien and security interest in such new Assets, shall automatically apply thereto. Company shall give Agent written notice of the acquisition by Company of any such new Assets along with an amended **Schedule A** listing such new Assets promptly (but in no event later than 30 Business Days) following the acquisition of any such new Assets.

4. Company further covenants that until all Obligations have been indefeasibly paid and satisfied in full and the Credit Agreement and the Revolving Credit Commitments are terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Company's obligations under this Agreement and the Credit Agreement.

5. So long as no Event of Default has occurred and is continuing under the Credit Agreement, Company shall continue to have the exclusive right to use the Assets and Agent shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Company agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets without the prior written consent of Agent, which consent shall not be unreasonably withheld.

7. Licenses and License Rights.

(a) **Schedule B** attached hereto and made part hereof sets forth the information concerning all licenses pursuant to which Company has the right (whether exclusive or non-exclusive) to use any registered or registrable patents, patent rights, patent applications, trademarks, trademark applications, service marks, trade names, service trade names, copyrights and/or copyright applications (other than "shrink wrap", "execute by opening" or other similar over-the-counter or consumer software licenses) (all of such licenses, the "Licenses" and all of such rights, the "License Rights"). The information set forth on **Schedule B** hereto includes the title and date of each such License, the name and address of the grantor/licensor and the name/title/description of the applicable patent, trademark or copyright (and/or patent, trademark or copyright application), the registration number and date of such patent, trademark, copyright or application and whether the license is exclusive or non-exclusive. In consideration of and pursuant to the terms of the Credit Agreement and all the other Credit Documents and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to Agent in all of its present and future right, title and interest in and to the Licenses and the License Rights, but only if and to the extent that such a grant does not violate and/or is not invalid under the terms and provisions of the applicable License. Company covenants and agrees that, upon the request of Agent, Company shall use all commercially reasonable efforts to obtain the consent of the applicable grantor/licensor under any of the Licenses to either (x) the grant of a lien and security interest by Company to Agent in all of its present and future right, title and interest in and to the applicable License and License Rights (to the extent that the consent of such grantor/licensor is required in connection with such a grant under the terms and provisions of the applicable License) and/or (y) the recordation by Agent of its lien and security interest in Company's right, title and interest in and to the applicable License and License Rights in the United States Patent and Trademark Office and United States Copyright Office (as



applicable). To the extent that a valid lien and security interest in and to Company's right, title and interest in and to any Licenses and related License Rights is created under the provisions of this section (either because the creation of such a lien and security interest under this section would not violate and/or be invalid under the terms and provisions of the applicable License and/or because all consents of the relevant grantor/licensor required under the terms and provisions of the applicable License have been obtained), all such Licenses and related License Rights shall constitute part of the "Assets" hereunder.

(b) If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Credit Agreement shall have been terminated, Company shall become a party to any new licenses pursuant to which Company will have the right (whether exclusive or non-exclusive) to use any registered or registrable patents, patent rights, patent applications, trademarks, service marks, trade names, service trade names, copyrights and/or copyright applications (other than "shrink wrap", "execute by opening" or other similar over-the-counter or consumer software licenses), Company shall give Agent written notice of the acquisition by Company of any such new license and related license rights along with an amended **Schedule B** listing such new licenses and related license rights promptly (but in no event later than 30 Business Days) following the acquisition of any such new licenses and related license rights. All such newly acquired licenses and related rights shall immediately constitute "Licenses" and "License Rights" hereunder. To the extent that either the grant of a lien and security interest in all of Company's right, title and interest in such new Licenses and related License Rights shall not violate and/or be invalid under the provisions of the applicable License and/or all consents of the applicable grantor/licensor required under the terms and provision of the applicable new License have been obtained, then all of such new Licenses and related License Rights shall be deemed part of the "Assets" hereunder and the provisions of this Agreement, including the grant of a lien and security interest in such new Assets, shall automatically apply thereto. Company covenants and agrees that the provisions of the third sentence of paragraph (a) immediately above shall apply to all such future acquired Licenses and License Rights.

8. If and while an Event of Default has occurred and is continuing under the Credit Agreement, Company hereby covenants and agrees that Agent, as the holder of a security interest under the Code may take such actions permitted under the Credit Agreement and the other Credit Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. During such time as an Event of Default shall have occurred and be continuing, Company hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as **Exhibit 1** or a patent assignment in the form attached hereto as **Exhibit 2** (so long as, in the case of any Assets consisting of Licenses and/or License Rights, Company would have had the right to so grant a license/sublicense in the License or License Rights and the Agent would have the right to so assign, pledge, convey or otherwise transfer title in or dispose of such License and/or License Rights by virtue of its security interests therein). Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the term of this Agreement, the Credit Agreement and the other Credit Documents, and

until all Obligations are indefeasibly paid and satisfied in full and the Credit Agreement and the Revolving Credit Commitments are terminated. During such time as an Event of Default shall have occurred and be continuing, Company shall be deemed to have granted a non-exclusive license/sublicense to Agent to use the Assets in the exercise by Agent of its rights as a secured creditor (provided that, in the case of any Assets consisting of Licenses and/or License Rights, Company would have had the right to so grant a license/sublicense in the License or License Rights) with respect to Company's tangible property and the use by Agent of all Assets pursuant to such deemed license shall be without any liability for royalties or other related charges from Agent to Company.

9. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the parties hereto.

10. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted under the Credit Documents. In the event of an inconsistency between this Agreement and the Credit Agreement, the language of the Credit Agreement shall control.

11. Upon Company's performance of all of the obligations under the Credit Documents and full and unconditional satisfaction of all Obligations and the termination of the Credit Agreement and the Revolving Credit Commitments, the liens and security interests in the Assets provided for in this Agreement shall automatically terminate and Agent shall execute and deliver to Company all documents reasonably necessary to record or register the termination of Agent's security interest in the Assets.

12. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of this or any other documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Agent and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Credit Agreement.

13. Subject to the terms of the Credit Agreement, Company shall have the duty to prosecute diligently any trademark or patent application with respect to the Assets pending as of the date of this Agreement or thereafter, until all Obligations shall have been indefeasibly paid and satisfied in full and the Credit Agreement and the Revolving Credit Commitments are terminated, to preserve and maintain all rights in the Assets, and upon request of Agent, Company shall make federal application on registrable but unregistered patents, trademarks, or copyrights belonging to Company. Any expenses incurred in connection with such applications shall be borne by Company. Company shall not abandon any Patent, Trademark or Copyright.

14. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that Agent is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify

Agent for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

15. After the occurrence and during the continuance of an Event of Default under the Credit Agreement, Agent may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Agent's name, but at Company's expense, and Company hereby agrees to reimburse Agent in full for all costs and expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Assets.

16. No course of dealing among Borrowers and Agent nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's rights and remedies with respect to the Assets, whether established hereby or by the Credit Agreement or the other Credit Documents, or by any other future agreements between Borrowers and Agent or by law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

18. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, AND ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT REGARD TO ITS OTHERWISE APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS.

20. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the Commonwealth of Pennsylvania in Philadelphia County or of the United States for the Eastern District of Pennsylvania, and, by execution and delivery of this Agreement, Company hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the nonexclusive jurisdiction of such courts. Company further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by methods and in the manner provided in Section 15.5 of the Credit Agreement for the giving of notice, such service to become effective upon receipt. Nothing herein shall affect the right of Agent to serve process in any other manner permitted by law or to commence legal proceedings or to otherwise proceed against Company in any other jurisdiction. Company hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

21. The provisions of Section 15.4 of the Credit Agreement regarding arbitration are incorporated herein as if set forth fully in this Agreement.

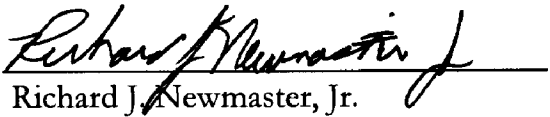
22. TO THE EXTENT ANY DISPUTE IS NOT SUBJECT TO ARBITRATION, AND ALSO TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND AGENT EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTIONS RELATED HERETO.

23. This Agreement may be executed in multiple counterparts, each of which, when so executed and delivered, shall be an original but all such counterparts shall together constitute one fully completed fully executed document. Signatures by facsimile shall bind the parties hereto

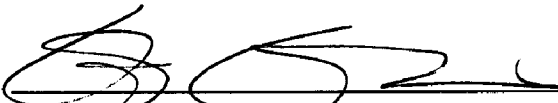
[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]  
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks, Licenses and Copyrights Security Agreement the day and year first above written.

**LEBANON CHEMICAL CORPORATION**

By:   
Name: Richard J. Newmaster, Jr.  
Title: Chief Administrative Officer and Secretary

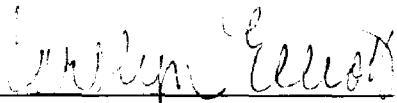
Approved and Accepted:  
**WACHOVIA BANK, NATIONAL ASSOCIATION**

By:   
Name: Kevin M. McGoldrick  
Title: Director

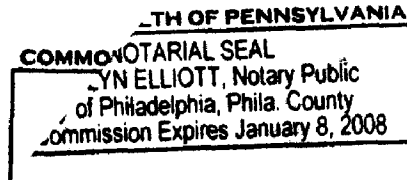
**CORPORATE ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
COMMONWEALTH OF PENNSYLVANIA : SS  
COUNTY OF PHILADELPHIA :

On this 1st of April, 2004, before me personally appeared Richard J. Newmaster, Jr., to me known and being duly sworn, deposes and says that s/he is the Chief Administrative Officer and Secretary of Lebanon Chemical Corporation, the Company described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

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

My Commission Expires:



**CORPORATE ACKNOWLEDGMENT**

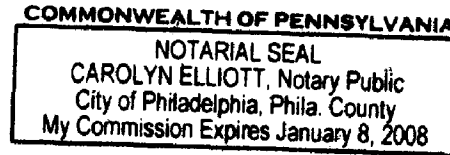
UNITED STATES OF AMERICA :  
COMMONWEALTH OF PENNSYLVANIA : SS  
COUNTY OF PHILADELPHIA :

On this 1<sup>st</sup> day of April, 2004, before me personally appeared Kevin M. McGoldrick, to me known and being duly sworn, deposes and says that s/he is a Director of Wachovia Bank, National Association, the Agent described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.



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

My Commission Expires:



**SCHEDULE A**  
**TO THE**  
**PATENTS, TRADEMARKS, COPYRIGHTS**  
**AND LICENSES SECURITY AGREEMENT**  
**DATED AS OF APRIL 1, 2004**  
**BETWEEN LEBANON CHEMICAL CORPORATION**  
**AND WACHOVIA BANK, NATIONAL ASSOCIATION**

1. United States Registered Assets.

(a) United States Registered Patents.

<u>Patent</u>	<u>Patent Number</u>	<u>Filing Date</u>
METHOD OF COATING MATERIALS AND MATERIALS FORMED THEREBY	6515177	July 2, 2001
HOMOGENEOUS GRANULES OF SLOW-RELEASE FERTILIZER AND METHOD OF MAKING THE SAME	6464746	July 24, 1998
METHOD OF COATING MATERIALS AND MATERIALS FORMED THEREBY	6432156	November 17, 2000

(b) United States Registered Trademarks.

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
TURF QUEEN	819681	December 6, 1966
TIMSTAN	1304022	November 6, 1984
NATIONAL BEAUTIFICATION	861208	December 3, 1968
MEADOW VIEW	1308254	December 4, 1984
LONG LIFE	1540749	May 23, 1989
KENTUCKY GREEN	780058	November 10, 1964
HIGHLAND GREEN	852968	July 23, 1968
FALL-TILIZER	1290617	August 21, 1984
DAY BREAK	1409738	September 16, 1986
CALVERT PARK	998031	November 12, 1974
AMERIGROW	1604225	July 3, 1990
COMPOSITE TECHNOLOGY	2508603	November 20, 2001
COUNTRY CLUB	325381	June 18, 1935



<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
COUNTRY SQUIRE	827082	April 11, 1967
CRABICIDE GREEN	963326	July 10, 1973
ESCOTE	1604214	July 3, 1990
GLORION	596976	October 19, 1954
GLORION	2254896	June 22, 1999
GREEN GOLD	1322802	March 5, 1985
GREEN POWER	830469	June 20, 1967
GREEN START	1246138	July 26, 1983
GREENPRO PROFESSIONAL LAWN SERVICE PRODUCTS	1341838	June 18, 1985
GREENPRO	1343697	June 25, 1985
GREENSKEEPER	2064333	May 27, 1997
GREENVIEW	1048760	September 28, 1976
HOMESTEAD	1456086	September 8, 1987
HOMESTEAD H	1286646	July 24, 1984
IBDU/SCU	1239009	May 24, 1983
IBDU	961242	June 19, 1973
IMPERIAL	45652	August 22, 1905
ISO PRO	2375981	August 8, 2000
ISOTEK31	2116869	November 25, 1997
LEBANON	1107644	December 5, 1978
MESA	2569049	May 14, 2002
NX-PRO	1886498	March 8, 1995
PAR-EX	684618	September 8, 1959
PERK STRESS RELIEF	2538623	February 12, 2002
PERKUP	2532194	January 22, 2002
PERK	2071127	June 17, 1997
PREEN 'N GREEN	1475555	February 8, 1988
PRO-GRADE	2093354	September 2, 1997
PROSCAPE	2336728	March 28, 2000
QUICK GREEN	1305588	November 20, 1984

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ROSE-MATE	1093026	June 13, 1978
SHRUB-MATE	1094133	June 27, 1978
SPRING TONIC	1065069	May 10, 1977
STRESS RELIEF	2566000	April 30, 2002
THE PROBLEM SOLVERS	2316971	February 8, 2000
TREBL	877266	September 23, 1969
TURF MASTER	1181721	December 15, 1981
TURF MASTER	2377667	August 15, 2000
UNI-FORM	2177448	July 28, 1998
WINTER GREEN	909930	March 16, 1971
WOODSCAPE	1932758	November 7, 1995
YARD-WIDE GUARANTEE	1625478	December 4, 1990
METH-EX	2116909	November 25, 1997
MOISTURE CELL TECHNOLOGY	2798764	December 23, 2003
PENNMULCH SEED ACCELERATOR	2792466	December 9, 2003
WOODACE	1269536	March 13, 1984
BUG OUT	828097	May 2, 1967
CRABICIDE	828095	May 2, 1967
EXPEL	950195	January 9, 1973
GREENPRO PROFESSIONAL LAWN SERVICE PRODUCTS	1397359	June 17, 1986
GREENPRO	1438889	May 12, 1987
HOMESTEAD	1456079	September 8, 1987
PREEN	828096	May 2, 1967
[YELLOW AND RED CONTAINER AND CAP]	2048547	April 1, 1997
DROP-SPRED	1350321	July 23, 1985
JET-SPRED	768162	April 14, 1964
SHOW 'N TELL	864209	January 28, 1969
ALL-GREEN	983036	April 30, 1974
AMERICAN LANDSCAPER	1344903	June 25, 1985

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
COUNTRY CLUB	1968270	April 16, 1996
DELAWARE VALLEY	1354551	August 13, 1985
DROUGHT MASTER	2042239	March 4, 1997
EMERGE	2422623	January 23, 2001
ESTATE MIXTURE	1482611	March 29, 1988
GLEN GREEN	819680	December 6, 1966
GREEN GOLD	2083813	July 29, 1997
GREENVIEW	1366950	October 22, 1985
HOME BEAUTY	819679	December 6, 1966
KENTUCKY ROYALE	1560074	October 10, 1989
LYRIC BRAND	190726	October 21, 1924
LYRIC DELITE	2714345	May 6, 2003
LYRIC SUPREME	2463595	June 26, 2001
PENNMULCH	1982914	June 25, 1996
PROSCAPE	2228686	March 2, 1999
QUICK GREEN	847517	April 16, 1968
SOCIETY HILL	773775	July 21, 1964
SONG 'N BEAUTY	852870	July 16, 1968
TRI-FESCUE MIXTURE	1423478	December 30, 1986
TRI-RYE MIXTURE	1428898	February 10, 1987
TRIFECTA	1492504	June 14, 1988
TURFMASTER	2086338	August 5, 1997
WINNING COLORS	2493567	September 25, 2001
WONDER GRO	397101	August 18, 1942

(c) United States Trademark Applications.

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
GREENVIEW SOIL IMPROVER	78-221322	March 4, 2003
EXPO	78-205897	January 22, 2003
GREENVIEW CERTIFIED	76-492320	February 25, 2003

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
TRI-RYE	76-513179	May 9, 2003

2. Foreign Registered Assets.

(a) Foreign Registered Trademarks.

<u>Mark/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
COUNTRY CLUB (Japan)	4656577	May 3, 2002
PAR EX (Argentina)	1579622	October 20, 1995
PAR EX (Australia)	A526467	N/A
PAR EX (European Community)	510669	September 28, 2000
PAR EX (Japan)	4728758	November 21, 2003
PAR EX (Mexico)	481790	December 7, 1994
PAR EX (Puerto Rico)	30842	June 25, 1996
WOODACE (Mexico)	800437	June 9, 2003

(b) Foreign Trademark Applications.

<u>Mark/Jurisdiction</u>	<u>Serial Number</u>	<u>Filing Date</u>
ISOTEK (Japan)	2002-048353	June 11, 2002
LEBANON & LOGO (Japan)	2002-048352	June 11, 2002

3. Exceptions Regarding Assets.

(a) Company calls the attention of Agent to the following regarding the United States registered trademarks "SHOW N'TELL" (Registration No. 864209) and "WONDER GRO" (Registration No. 397101) identified in Paragraph 1(b) of this Schedule A:

(i) The records of the United States Patent and Trademark Office (the "USPTO") reflect that subsequent to the assignment by Eli Lilly and Company of all of its right title and interest in and to the "SHOW N'TELL" trademark (Registration No. 864209) to Company on or about July 1, 1974, Autoroll Dennison Corporation purportedly assigned such trademark to Autoroll Machine Corporation pursuant to an instrument recorded with the USPTO on or about July 2, 1985. Company had no knowledge of this subsequent assignment of its trademark, and Company's intellectual property counsel, John V. Moriarty, Esquire, has advised Company that such subsequent assignment is void insofar

as Autoroll Dennison Corporation did not possess any transferable interest in such trademark.

(ii) The records of the USPTO reflect that subsequent to the assignment by W. R. Grace & Co. ("WRGC") of all of its right title and interest in and to the "WONDER GRO" trademark ("Registration No. 397101) to Company on or about December 9, 1987, WRGC filed an instrument with the USPTO on or about August 1, 1998 which purported to evidence the assignment of such trademark to W. R. Grace & Co.-Conn. ("WRGC-Conn") in connection with the merger of WRGC with and into WRGC-Conn. Company had no knowledge of this subsequent assignment of its trademark, and Company's intellectual property counsel, John V. Moriarty, Esquire, has advised Company that such subsequent assignment is void insofar as WRGC did not possess any transferable interest in such trademark.

(b) Company calls the attention of Agent to the fact that the records of the USPTO reflect that Seaboard Seed Company or Stanford Seed Company, Inc., as appropriate, is the owner of the registrations for the following trademarks identified in Paragraph 1(b) of this Schedule A:

<u>Mark</u>	<u>Registration Number</u>	<u>Prior Owner</u>
TURF QUEEN	819681	Seaboard Seed Company
TIMSTAN	1304022	Stanford Seed Company, Inc.
NATIONAL BEAUTIFICATION	861208	Seaboard Seed Company
MEADOW VIEW	1308254	Seaboard Seed Company
LONG LIFE	1540749	Seaboard Seed Company
KENTUCKY GREEN	780058	Seaboard Seed Company
HIGHLAND GREEN	852968	Seaboard Seed Company
FALL-TILIZER	1290617	Stanford Seed Company, Inc.
DAY BREAK	1409738	Seaboard Seed Company
CALVERT PARK	998031	Seaboard Seed Company

Seaboard Seed Company and Stanford Seed Company, Inc. were merged with and into Company on October 30, 1995 and January 13, 1995, respectively. In connection with, and by reason of, such mergers, Company succeeded to, among other things, the respective rights of Seaboard Seed Company and Stanford Seed Company, Inc. in and to each of the above-referenced trademarks in accordance with applicable law. It is Company's practice to file appropriate instruments with the USPTO evidencing such mergers at the time the various trademarks formerly owned by Seaboard Seed Company and Stanford Seed Company, Inc. are due for renewal, and Company intends to file such instruments in connection with the renewal of each of the above-referenced trademarks.

**SCHEDULE B**  
**TO THE**  
**PATENTS, TRADEMARKS, COPYRIGHTS**  
**AND LICENSES SECURITY AGREEMENT**  
**DATED AS OF APRIL 1, 2004**  
**BETWEEN LEBANON CHEMICAL CORPORATION**  
**AND WACHOVIA BANK, NATIONAL ASSOCIATION**

**Licenses and License Rights**

PSRF-PennTurf Products, Inc. License Agreement effective May 24, 1995 between Company, as successor by merger to PennTurf Products, Inc., and Penn State Research Foundation, 207 Old Main, University Park, Pennsylvania 16802 pursuant to which Company has been granted an exclusive license regarding, among other things, United States Patent No. 5456733, "PELLETIZED MULCH COMPOSITION AND PROCESS FOR PREPARING SAME" filed December 13, 1994 and subsequently issued October 10, 1995. Company calls the attention of Agent to the fact that such PSRF-PennTurf Products, Inc. License Agreement is not assignable and any attempt to assign such License Agreement shall be void.

**EXHIBIT 1**

**PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT**

(Trademarks)

WHEREAS, Lebanon Chemical Corporation, a Pennsylvania corporation ("Grantor") is the registered owner of the United States trademarks, service marks, trade names, service mark applications and trademark applications listed on **Schedule A** attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, \_\_\_\_\_ ("Grantee"), having a place of business at \_\_\_\_\_, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-fact

Witness:

**EXHIBIT 1**

**CORPORATE ACKNOWLEDGMENT**

UNITED STATES OF AMERICA                   :  
STATE OF                                        :  
COUNTY OF                                    :

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, a Notary Public for the said County and State, personally appeared \_\_\_\_\_ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Lebanon Chemical Corporation, and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, Licenses, and Copyrights Assignment as such attorney-in-fact on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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

My Commission Expires:



**EXHIBIT 2**

**PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT**

(Patents)

WHEREAS, Lebanon Chemical Corporation, a Pennsylvania corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications listed on **Schedule A** attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, \_\_\_\_\_ ("Grantee"), having a place of business at \_\_\_\_\_, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the \_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-fact

Witness:

EXHIBIT 2

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF : S.S.  
COUNTY OF :

On this \_\_\_ day of \_\_\_\_\_, 200\_\_, before me, a Notary Public for the said County and State, personally appeared \_\_\_\_\_ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Lebanon Chemical Corporation, and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, Licenses, and Copyrights Assignment as such attorney-in-fact on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

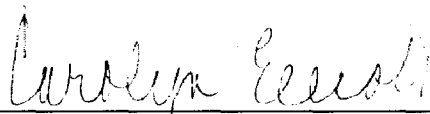
\_\_\_\_\_  
Notary Public

My Commission Expires:

**CORPORATE ACKNOWLEDGMENT**

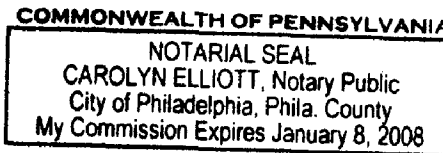
UNITED STATES OF AMERICA :  
COMMONWEALTH OF PENNSYLVANIA : SS  
COUNTY OF PHILADELPHIA :

On this 1st of April, 2004, before me personally appeared Richard J. Newmaster, Jr., to me known and being duly sworn, deposes and says that s/he is Chief Administrative Officer and Secretary of Lebanon Chemical Corporation, the Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney thereto as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.



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

My Commission Expires:



## POWER OF ATTORNEY

Lebanon Chemical Corporation, a Pennsylvania corporation ("Grantor"), hereby authorizes Wachovia Bank, National Association, its successors and assigns, and any officer, employee, attorney or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power, exercisable after the occurrence and during the continuance of an "Event of Default" under the Credit Agreement referred to below, to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under that certain Patents, Trademarks, Copyrights and Licenses Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be from time to time amended, modified, restated, supplemented or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement), to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise, sell transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

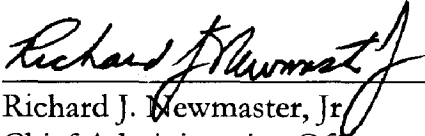
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of that certain Revolving Credit and Security Agreement dated as of March 23, 2004 by and among Grantor, those financial institutions now or hereafter identified as Lenders thereunder and Grantee, acting as agent for the benefit of the Lenders, as it may hereafter be from time to time amended, modified, restated, supplemented or replaced (the "Credit Agreement").

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this 1<sup>st</sup> day of April, 2004.

### LEBANON CHEMICAL CORPORATION

By:   
Name: Richard J. Newmaster, Jr.  
Title: Chief Administrative Officer and Secretary