

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Easy Gardener Products, Inc.		06/16/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	LaSalle Business Credit, LLC, as Agent
Street Address:	135 South LaSalle Street
Internal Address:	Suite 425
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 65**

Property Type	Number	Word Mark
Registration Number:	3091231	EASY GARDENER YARD & GARDEN BAG
Registration Number:	3091035	DUCKBILL KNIFE
Registration Number:	2969910	JOBE'S
Registration Number:	2953484	GREEN-AGAIN
Registration Number:	2780853	VILLA GARDEN TILES
Registration Number:	2892282	ENGLISH STONE VILLA GARDEN TILES
Registration Number:	2667208	COUNTRY CLASSIC BORDER
Registration Number:	2892032	ROMA VILLAGARDEN TILES
Registration Number:	2664490	WHIMSICAL ARCH
Registration Number:	2696514	WHIMSICAL LOOP
Registration Number:	2892283	ENGLISH STONE FINIAL VILLA GARDEN TILES
Registration Number:	2898349	ADOBE VILLA GARDEN TILES
Registration Number:	2359625	GREAT RESULTS. LESS WORK.

OP \$1640.00 3091231

Registration Number:	2321088	JOBE'S WEED CONTROL FABRIC
Registration Number:	2334841	WEED BLOCK
Registration Number:	2356107	EASY GARDENER
Registration Number:	2294225	EASY GARDENER
Registration Number:	2010199	TREE GARD
Registration Number:	1981079	FABRICPEGS
Registration Number:	1989049	XP-20
Registration Number:	1986161	SCATTER CAP
Registration Number:	1938066	BIO BLOCK
Registration Number:	1921278	STOPS WEEDS FOR YEARS
Registration Number:	1928560	EMERALD EDGE
Registration Number:	1769537	TREE STAKIT
Registration Number:	1804536	BIRD BLOCK
Registration Number:	1802112	DEER BLOCK
Registration Number:	1768337	IT WORKS. YOU DON'T.
Registration Number:	1741296	ROSS
Registration Number:	1671754	FAST START
Registration Number:	1682545	ROSS
Registration Number:	1664643	GRO-STAKES
Registration Number:	1675783	ROSS ROOT FEEDER
Registration Number:	1684947	ROSS
Registration Number:	1557426	FABRICPEGS
Registration Number:	1475961	GRO COVER
Registration Number:	1447569	GRO-BAGS
Registration Number:	1445222	EASY GARDENER
Registration Number:	1408576	WEEDBLOCK
Registration Number:	1252606	CLOUD COVER
Registration Number:	1084414	'TOMATO BOOMERS'
Registration Number:	2883762	JOBE'S
Registration Number:	1905636	POLYSPUN 350
Serial Number:	78891237	JOBES
Serial Number:	78863045	WEED BLOCK ULTRA
Serial Number:	78656149	THE LIGHTING LAWN EDGING
Serial Number:	78656318	ROOTBLOCK
Serial Number:	78656023	ILLUMA-EDGE

Serial Number:	78656407	FEEDS A LITTLE EVERY DAY
Serial Number:	78656371	JOBE'S DRIP FEEDER
Serial Number:	78656340	JOBE'S HYDRO-FEEDER
Serial Number:	78656415	BIO FABRICPEGS
Serial Number:	78430052	EASY GARDENER GUTTER GUARD
Serial Number:	78430033	EASY GARDENER SUN SCREEN CANOPY
Serial Number:	78430043	EASY GARDENER NATURAL GARDEN BORDERS
Serial Number:	78430057	EASY GARDENER PLANT PROTECTING BLANKET
Serial Number:	78430058	EASY GARDENER PLANT PROTECTOR BAGS
Serial Number:	78403938	PRO WEEDBLOCK
Serial Number:	78282234	EASY GARDENER POT TOP & LINER
Serial Number:	78269589	EASY GARDENER ROOT FEEDER
Serial Number:	78263421	WEEDBLOCK
Serial Number:	76328076	GARDEN BRAID
Serial Number:	76293335	GARDEN BRAID BORDER
Serial Number:	78430067	EASY GARDENER CHRISTMAS TREE BAG
Serial Number:	78430069	EASY GARDENER CHRISTMAS TREE SAVER

**CORRESPONDENCE DATA**

Fax Number: (312)863-7806  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-863-7198  
Email: nancy.brougher@goldbergkohn.com  
Correspondent Name: Nancy Brougher c/o Goldberg Kohn  
Address Line 1: 55 East Monroe Street  
Address Line 2: Suite 3700  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1941.180
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	10/10/2006

Total Attachments: 12  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, or otherwise modified from time to time, the "**Security Agreement**") made as of this 16<sup>th</sup> day of June, 2006, by EASY GARDENER PRODUCTS, INC., a Delaware corporation ("**Borrower**") in favor of LASALLE BUSINESS CREDIT, LLC, as agent for the Lenders party to the Loan Agreement (defined below), with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("**Agent**").

### W I T N E S S E T H

WHEREAS, Borrower, certain affiliates of Borrower, Agent and Lenders are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lenders to, from time to time, extend credit to or for the account of Borrower, and (ii) for the grant by Borrower to Agent, for the benefit of Lenders, of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Agent, for the benefit of Agent and Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter

individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Agent and Lenders that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Except as provided in the Loan Agreement, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof. Borrower hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the Financing Agreements. Borrower agrees that upon the occurrence of an Event of Default, the use by Agent of all

Trademarks shall be without any liability for royalties or other related charges from Agent to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities under this Section 10 shall be borne by Borrower.

11. Agent's Right to Sue. After an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing among Borrower, Agent and Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder

preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Agent upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.



19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has duly executed this Trademark Security Agreement as of the date first written above.

EASY GARDENER PRODUCTS, INC.

By



Title Ricky Stokes, Vice President

Agreed and Accepted  
As of the Date First Written Above

LASALLE BUSINESS CREDIT, LLC, as Agent

By \_\_\_\_\_  
Title \_\_\_\_\_


IN WITNESS WHEREOF, Borrower has duly executed this Trademark Security Agreement as of the date first written above.

EASY GARDENER PRODUCTS, INC.

By \_\_\_\_\_  
Title \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

LASALLE BUSINESS CREDIT, LLC, as Agent

By   
Title First Vice President

## SCHEDULE A

### TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Registration No.</u>
Easy Gardener Yard & Garden Bag	3091231
Duckbill knife	3091035
Jobe's	2969910
Green-Again	2953484
Villa Garden Tiles	2780853
English Stone Villa Garden Tiles	2892282
Country Classic Border	2667208
Roma Villagarden tiles	2892032
Whimsical Arch	2664490
Whimsical Loop	2696514
English Stone Finial Villa Garden Tiles	2892283
Adobe Villa Garden Tiles	2898349
Great Results. Less Work.	2359625
Jobe's Weed Control Fabric	2321088
Weed Block	2334841
Easy Gardener	2356107
Easy Gardener	2294225
Tree Gard	2010199
Fabricpegs	1981079
XP-20	1989049
Scatter Cap	1986161
Bio Block	1938066
Stops Weeds For Years	1921278
Emerald Edge	1928560
Tree Stakit	1769537
Bird Block	1804536
Deer Block	1802112
It Works. You Don't.	1768337
Ross	1741296
Fast Start	1671754
Ross	1682545
Gro-Stakes	1664643
Ross Root Feeder	1675783
Ross	1684947
Fabricpegs	1557426
Gro Cover	1475961
Gro-Bags	1447569
Easy Gardener	1445222
Weedblock	1408576
Cloud Cover	1252606

'Tomato Boomers'	1084414
Jobe's	2883762
Polyspun 350	1905636

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>
Jobes	78891237
Weed Block Ultra	78863045
The Lighting Lawn Edging	78656149
Rootblock	78656318
Illuma-Edge	78656023
Feeds A Little Every Day	78656407
Jobe's Drip Feeder	78656371
Jobe's Hydro-Feeder	78656340
Bio Fabricpegs	78656415
Easy Gardener Gutter Guard	78430052
Easy Gardener Sun Screen Canopy	78430033
Easy Gardener Natural Garden Borders	78430043
Easy Gardener Plant Protection Blanket	78430057
Easy Gardener Plant Protector Bags	78430058
Pro Weedblock	78403938
Easy Gardener Pot Top & Liner	78282234
Easy Gardener Root Feeder	78269589
WeedBlock	78263421
Garden Braid	76328076
Garden Braid Border	76293335
Easy Gardener Christmas Tree Bag	78430067
Easy Gardener Christmas Tree Saver	78430069

**FOREIGN TRADEMARKS**

	<b>Canada Registration No.</b>	
Cloud Cover	TMA296485	10/26/84
Diamondback & Design	TMA468376	01/08/97
Diamondback	TMA440830	03/24/95
FabricPegs	382560	04/05/91
It Works. You Don't.	433728	09/23/94
Jobe's	215778	09/03/76
Jobe's Does the Job...At the Roots	431846	08/12/94
Jobe's Spikes and design	234082	06/29/79
WeedBlock & Design	361814	11/03/89

	<b>Australia Registration No.</b>	
Jobe's	369781	12/23/88

	<b>Benelux Registration No.</b>	
Jobe's & Design	353936	06/06/88
TerraCotta Tile	29228-00	

	<b>China Registration No.</b>	
Jobe's	3268568	5/21/04
Jobe's & Design	3268567	5/21/04

	<b>CTM Registration No.</b>	
Emerald Edge	2401016	05/14/03
FabricPegs	2401057	03/10/03
Jobe's	2401313	12/17/02
Ross Root Feeder	2400992	05/14/03
Villa Garden Tiles	2401461	05/14/03
Whimsical Borders	2401131	04/09/03
Easy Gardener	2401230	12/03/04
Easy Gardener (rectangle design)	2401032	05/18/04
WeedBlock	2401008	08/04/03
WeedBlock Discs	301442	12/14/04
Easy Fleece	2983591	04/30/04

	<b>Denmark Registration No.</b>	
Jobe's	4067/1978	12/15/88

	<b>France Registration No.</b>	
Jobe's	1458246	06/09/78

	<b>Germany Registration No.</b>	
WeedBlock	2084016	07/11/94
Jobe's	981082	11/08/78

	<b>Hong Kong</b>	
Jobe's (class 1)	8564/2003	06/26/03
Jobe's (class 5)	8565/2003	06/26/03
Jobe's & design (class 1)	8563/2003	08/25/03
Jobe's & design (class 5)	8562/2003	08/25/03

	<b>Ireland Registration No.</b>	
Jobe's	B95317	06/06/85

	<b>Italy Registration No.</b>	
Jobe's	841399	03/22/01
Jobe's Spikes & Design	841398	03/22/01

**Japan Registration No.**

Jobe's	1325839	03/09/88
Jobe's	1234588	11/18/78
Jobe's (in Katakana characters)	2501368	01/29/93
Easy Gardener	4807620	11/2/04
Easy Gardener (rectangle design)	2003-024049	07/16/04
Emerald Edge	4823383	12/03/04
FabricPegs	4746676	02/06/04
Easy Fleece	4713297	09/26/03

**Jordan Registration No.**

Jobe's (Arabic characters)	20938	08/13/83
Jobe's	20942	08/13/83

**Korea South Registration No**

Jobe's	76021	03/12/81
Cloud Cover	40-2004-43982	

**New Zealand Registration No**

Easy Gardener	675503-675532	
Emerald Edge	675533	
Easy Fleece	675534	

**Norway Registration No**

Jobe's	123188	11/28/85
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**Oapi (Africa) Registration No**

Jobe's	21143	03/06/81
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**Puerto Rico Registration No**

Jobe's	6637	09/08/80
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**Saudi Arabia Registration No**

Jobe's	10174	03/20/81
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**Spain Registration No**

Jobe's	934556	03/20/81
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**Switzerland Registration No**

Jobe's	304571	02/19/00
Easy Fleece	511050	06/03/03

Easy Gardener & Design	512344	07/15/03
Emerald Edge	508980	04/02/03
WeedBlock	507637	02/20/03
FabricPegs	01561/2003	10/17/03
WeedBlock Discs	01817/2003	09/02/03

	<b>UK Registration No.</b>	
Easy Gardener & Design	1521930	02/24/95
WeedBlock & Design	1521927	02/24/95
Gro Cover & Design	1521924	11/9/94
Jobe's	B1096795	06/08/85
Jobe's Spikes & Design	B1096796	06/08/85