

RECORDATION F  
PATENT

08-19-1999

DEPARTMENT OF COMMERCE  
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To the Honorable Commissioner of Patents and Trademarks

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ments or copy thereof.

## 1. Name of conveying party(ies):

Safer, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_

Execution Date: July 14, 1999

## 2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal Address: \_\_\_\_\_

Street Address: 201 High Ridge Rd.

City: Stamford

State: CT

ZIP: 06927

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn  
33rd Floor

Street Address: 35 W. Wacker

City: Chicago State: IL ZIP: 60601

## 6. Total number of applications and patents involved: 23

7. Total fee (37 CFR 3.41).....\$ 920.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

N/A

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

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## 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.

Laura Konrath

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

REEL: 010164 FRAME: 0311

REEL: 010164 FRAME: 0311

Continuation Item  
4

Patent Number	Patent Date	Title
5,106,410	April 21, 1992	Fatty Acid Based Herbicide Compositions
5,098,468	March 24, 1992	Fatty Acid Based Emulsifiable Concentrate Having Herbicide Activity
5,098,467	March 24, 1992	Fatty Acid Based Herbicide Compositions
5,093,124	March 3, 1992	Fatty Acid Based Pesticide with Reduced Phytotoxicity
5,047,424	September 10, 1991	Environmentally Safe Insecticide
5,045,366	September 3, 1991	Method for Protecting Wood from Infestation with Sapstain Fungi and Mold
5,037,654	August 6, 1991	Supersorbent Material as Pesticide Potentiator
5,035,956	July 30, 1991	Lumber Product Protected by an Anti-Fungal Composition
5,035,741	July 30, 1991	Fatty Acid Based Emulsifiable Concentrate Having Herbicide Activity
5,030,658	July 9, 1991	Enhanced Activity Arthropodocidal Solution
4,975,110	December 4, 1990	Fatty Acid Herbicide Composition
4,904,645	February 27, 1990	Environmentally Safe, Broad Spectrum Insecticide
4,870,102	September 26, 1989	Miticidal Composition
4,861,762	August 29, 1989	Insecticide Mixtures Containing Fatty Acids

Patent Number	Patent Date	Title
4,859,689	August 22, 1989	Synergistic Fungicidal Composition Comprise a Benzimidazole Compound, An Alkyl Pyridinium Salt, and a Carrier and the Use Thereof to Combat Fungi
4,826,678	May 2, 1989	Fatty Acid Salt Enhancement of Bacterial Insecticide
4,774,234	September 27, 1988	Insecticide Mixtures Containing Fatty Acids
4,576,950	March 18, 1986	Alkyl Pyridinium Synergists for Benzimidazole Pesticides

Patent Number	Patent Date	Title
1,330,710	July 19, 1994	Supersorbent Material as Pesticidal Potentiator
1,337,263	October 10, 1995	Environmentally Safe Insecticide

Patent Application Number	Filing Date	Title
2,067,773	August 10, 1990	Fatty Acid Based Herbicidal Compositions
2,069,311	October 15, 1990	Fatty Acid Based Emulsifiable Concentrate Having Herbicidal Activity
2,095,341	October 29, 1991	Fatty Acid-Based Herbicidal Composition

**AMENDED AND RESTATED  
PATENT SECURITY AGREEMENT**

**SAFER, INC.**

AMENDED AND RESTATED PATENT SECURITY AGREEMENT, dated as of July 14, 1999, ("Patent Security Agreement") by SAFER, INC., a Georgia corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

**WITNESSETH:**

WHEREAS, General Electric Capital Corporation, Grantor and certain other parties are party to a Credit Agreement dated as of May 2, 1997 (as now or heretofore amended, restated, supplemented or otherwise modified, the "Prior Credit Agreement");

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Agent, Lenders, Grantor and certain other persons the parties thereto have agreed to amend and restate the Prior Credit Agreement in accordance with the terms of the Credit Agreement;

WHEREAS, in connection with the making and continuation of the Loans under the Credit Agreement and as a condition precedent thereto, Lenders are requiring that Grantor shall have executed and delivered an Amended and Restated Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Agent; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, this Patent Security Agreement as an amendment and restatement of Grantor's Patent Security Agreement entered into prior to the date hereof (as now or heretofore amended, restated, supplemented or otherwise modified, the "Prior Patent Security Agreement") by Grantor in favor of Agent;

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. CONTINUING GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby continues to grant to Agent, for itself and the benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

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

b) all reissues, divisions, continuations, continuations-in-part or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License and any damages or other amounts recovered therefrom.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent 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 Patent 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. EFFECT OF AMENDMENT AND RESTATEMENT. This Patent Security Agreement amends and restates in its entirety the Prior Patent Security Agreement and, upon effectiveness of this Patent Security Agreement, the terms and provisions of the Prior Patent Security Agreement shall, subject to this Section 4, be superseded hereby. Notwithstanding the amendment and restatement of the Prior Patent Security Agreement by this Patent Security Agreement, the Patent Collateral under the Prior Patent Security Agreement as of the Closing Date shall remain subject to a Lien. Such Liens securing payment of the Obligations shall in all respects be continuing, and this Patent Security Agreement shall not be deemed to evidence or result in a release of any Lien securing payment of the Obligations. Notwithstanding the foregoing, the Prior Patent Security Agreement filed with the United States Patent and Trademark Office shall be deemed to represent a continuing Lien in favor of Agent, on behalf of itself and Lenders, on the Patent Collateral as evidenced by this Patent Security Agreement.

[signature page follows]

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

**SAFER, INC.**

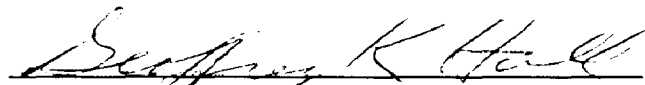
By:

  
Title: Executive Vice President, Secretary  
and Treasurer

**ACCEPTED AND ACKNOWLEDGED BY:**

**GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent**

By:

  
Title: Duly Authorized Signatory

# ACKNOWLEDGMENT OF GRANTOR

STATE OF Minnesota )  
COUNTY OF Hennepin ) ss.

On this 14 day of July, 1999 before me personally appeared Mark Eidsen,  
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing  
instrument on behalf of Safer, Inc., who being by me duly sworn did depose and say that he is an  
authorized officer of said corporation, that the said instrument was signed on behalf of said  
corporation as authorized by its Board of Directors and that he acknowledged said instrument to  
be the free act and deed of said corporation.

{seal}

[Signature]  
Notary Public



SCHEDULE I  
to  
PATENT SECURITY AGREEMENT

See attached.

Safer, Inc. Patent Schedule

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