

09-14-2004



102835282

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

1. Name of conveying party(ies):

BECKER-UNDERWOOD, INC.

9.14.04

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

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other _____

08/31/2004

Execution Date: _____

2. Name and address of receiving party(ies)

Name: ANTARES CAPITAL CORPORATION, AS SECOND LIEN COLLATERAL AGENT

Internal Address: Suite 4400

Street Address: 311 South Wacker Drive

City: Chicago State: IL Zip: 60606

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) 10/910/834

B. Patent No.(s) 4,932,156

Additional numbers attached? ☒ Yes ☐ No

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

Name: _____

Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and patents involved: 11

7. Total fee (37 CFR 3.41).....\$ 440.00

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson

Name of Person Signing

Signature

09/09/2004

Date

Total number of pages including cover sheet, attachments, and documents: 6

09/15/2004 ECOOPER 00000029 10910834

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01 P:8021

440.00 DP

Schedule A

Patent Applications

Patent Description	Application Number	Date of Application
Biological Control of Pythium Disease in Crops	US 10/910,834	08-04-2004
Solid Bird Aversion Compositions	Canada 2154564	01-14-1994
Machine for Coloring Landscaping Material	Canada 2352008	06-29-2001
Biological Control of Pythium Disease in Crops	Canada (filed recently)	(filed recently)

Patent Registrations

Patent Description	Serial Number	Registration Number	Date of Registration
Method of Controlling the Color of Mulch	US 07/269,269	US 4,932,156	06-12-1990
Rhizospheric Bacteria	US 07/616,022	US 5,427,785	06-27-1995
Bird Aversion Compounds	US 08/274,408	US 5,466,674	11-14-1995
Bird Aversion Compounds	US 08/358,462	US 5,549,902	08-27-1996
Bird Aversion Compositions	US 08/710,774	US 5,700,474	12-23-1997
Solid/Liquid Rotational Mixing System	US 08/650,871	US 5,866,201	02-02-1999
Method of Mixing	US 09/231,691	US 6,162,496	12-19-2000
Mixing Systems	US 09/592,478	US 6,517,232	02-11-2003
Solid/Liquid Mixing System	US 09/663,245	US 6,536,939	03-25-2003
Machine for Coloring Landscaping Material	US 09/692,377	US 6,551,401	04-22-2003
(unknown) SEPPIC patent	(unknown)	France 432036	06-08-1994

Patent Security Agreement—Second lien

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 31, 2004, is between **BECKER-UNDERWOOD, INC.**, a Delaware corporation (the "**Grantor**"), and **ANTARES CAPITAL CORPORATION**, a Delaware corporation ("**Antares**"), as Second Lien Collateral Agent (in such capacity, the "**Grantee**") for the benefit of the Second Lien Secured Parties (as such terms are defined in the Credit Agreement described below).

RECITALS

A. Grantor owns the Intellectual Property Applications and Intellectual Property Registrations with respect to Patents owned by Grantor listed on Schedule A annexed hereto; and

B. Reference is made to that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among BU Merger Co., a Delaware corporation and the predecessor by Merger to Grantor ("**MergerCo**"), Antares, as First Lien Collateral Agent, Second Lien Collateral Agent, Agent and individually as a Lender, and the Lenders party thereto, providing for extensions of credit and other financial accommodations to be made to MergerCo by Antares and the other Lenders; and

C. Pursuant to the terms of that certain Security Agreement dated as of even date herein (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"; capitalized terms used but not defined herein have the meanings given such terms in the Security Agreement) between Grantor and Antares, as First Lien Collateral Agent and Second Lien Collateral Agent, Grantor has granted to Grantee for the benefit of Grantee and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents, Patent registrations, Patent applications and Patent licenses, together with the goodwill of the business symbolized by Grantor's Patents, and all proceeds thereof, to secure the payment of the Second Lien Liabilities (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether presently existing or hereafter created or acquired:

(1) each Patent, Patent registration and Patent application owned by Grantor, including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations (together with any reissues, continuations or extensions thereof) relating to Patents and referred to in Schedule A annexed hereto, all patentable inventions and all of the inventions and improvements described and claimed therein, and all of the goodwill of the business connected with the use of, and symbolized by each of the foregoing;

(2) each Patent license of which Grantor is the licensee; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or Patent registration including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations relating to Patents and referred to in Schedule A annexed hereto, all Intellectual Property Registrations issued with respect to the Intellectual Property Applications referred to in Schedule A and the Patents licensed under any Patent license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

[Remainder of page intentionally left blank; signature page follows.]

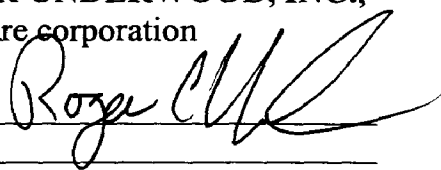
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

BECKER-UNDERWOOD, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

A handwritten signature in dark ink, appearing to read "Royce C. Underwood", is written over the signature line.

Patent Security Agreement: Second Lien

PATENT
REEL: 015778 FRAME: 0572

Schedule A**Patent Applications**

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