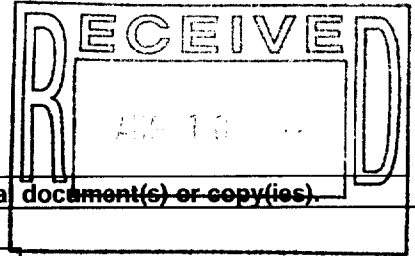


08-13-1999



101116806

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



MSD
8/10/99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

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- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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Enter for the first Receiving Party only.

Name

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Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="2,202,227"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Timothy S. Crisp
Name of Person Signing

Timothy S. Crisp
Signature

8/9/99
Date Signed

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

Dated as of August 4, 1999

Executed by

TEEL PLASTICS, INC.

In favor of

M&I MARSHALL & ILSLEY BANK

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

WHEREAS, the undersigned (the "Obligor") (i) owns the patents and patent applications listed on Schedule 1 annexed hereto, and is a party to the patent licenses listed on Schedule 1 annexed hereto, (ii) owns the trademarks, trademark registrations, and trademark registration applications listed on Schedule 2 annexed hereto, and is a party to the trademark licenses listed on Schedule 2 annexed hereto and (iii) owns the copyrights, copyright registrations and copyright registration applications listed on Schedule 3 annexed hereto, and is a party to the copyright licenses listed on Schedule 3 annexed hereto; and

WHEREAS, Obligor and M&I Marshall & Ilsley Bank (the "Lender") have entered into a Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; terms used but not otherwise defined herein shall have the respective meanings provided for in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, Obligor has granted Lender a security interest in substantially all the assets of Obligor, including all right, title and interest of Obligor in, to and under all now owned and hereafter acquired Intellectual Property, together with all proceeds thereof);

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

A. Obligor hereby grants to Lender a continuing security interest in all of Obligor'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 "Patents"), whether presently existing or hereafter created or acquired:

- (1) each patent and patent application of Obligor therefor, including, without limitation, each patent and patent application referred to in Schedule 1 annexed hereto;
- (2) each patent license to which Obligor is a party, including, without limitation, each patent license listed on Schedule 1 annexed hereto; and
- (3) all proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

B. Obligor hereby grants to Lender a continuing security interest in all of Obligor'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 "Trademarks"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark registration application of Obligor, including, without limitation, the trademarks, trademark registrations and

trademark registration applications referred to in Schedule 2 annexed hereto and the goodwill associated therewith;

(2) each trademark license to which Obligor is a party, including, without limitation, each trademark license listed on Schedule 2 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

C. Obligor hereby grants to Lender a continuing security interest in all of Obligor'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 "Copyrights"), whether presently existing or hereafter created or acquired:

(1) each copyright, copyright registration and copyright registration application of Obligor, including, without limitation, the copyright, copyright registrations and copyright registration applications referred to in Schedule 3 annexed hereto;

(2) each copyright license to which Obligor is a party, including, without limitation, each copyright licensed listed on Schedule 3 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

This security interest is granted in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. Obligor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Patents, Trademarks and Copyrights 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.

D. In addition to, and not by way of limitation of, all other rights granted to Lender under the Loan Documents, as collateral security only for the complete payment when due of all Teel Obligations, Obligor hereby, upon the maturity of the Teel Obligations or the earlier acceleration of any Teel Obligation in accordance with the Loan Documents and the exercise by Lender of any or all of its rights or remedies with respect to any or all of the Collateral pursuant to the Security Agreement, sells, assigns, grants, conveys, transfers and sets over to Lender any and all rights of Obligor under any license and any license agreement with any other party, whether Obligor is a licensor or licensee under such license agreement, and the right to prepare for sale, sell and advertise for sale all Collateral now or hereafter owned by Obligor and now or hereafter covered by such license and agrees that it will not take any unreasonable action, or permit any unreasonable action to be taken by others subject to its control, including licensees, or fail to take any reasonable action, which could affect the validity or enforcement of the rights transferred to Lender under this Collateral Assignment which rights are material to the conduct of

Obligor's business. Obligor hereby covenants that, within ten (10) days thereafter, it will notify Lender if any Patent described in subsection (A)(1) hereof, Copyright described in subsection (C)(1) hereof or Trademark described in subsection (B)(1) hereof shall at any time hereafter become subject to any such license agreement and that, together with such notice, it will provide Lender with full identification thereof and with such further documentation as Lender may reasonably request to accomplish or assure the accomplishment of the purpose of this Section D.


E. Obligor hereby agrees that, upon the maturity of the Teel Obligations or the earlier acceleration of any Teel Obligation in accordance with the Credit Agreement and the exercise by Lender of any or all of its rights or remedies with respect to any or all of the Collateral pursuant to the Security Agreement, Lender's right to use all Patents, Copyrights and Trademarks as described above shall be worldwide, to the extent of such Obligor's right to use the same, and without any liability for royalties or other related charges from Lender to Obligor. The term of the collateral assignments and grant of security interest granted herein shall extend until the expiration of each of the Patents, Copyrights and Trademarks collaterally assigned hereunder, or until the Teel Obligations have been indefeasibly paid in full in cash and all commitments to lend thereunder terminated.

F. Obligor represents and warrants that the United States and foreign Patents, Copyrights and Trademarks constitute all of the patents, patent applications, copyrights, copyright registrations, copyright registration applications, trademarks, trademark registrations, trademark registration applications and licenses with respect to any of the foregoing now owned by Obligor. Within ten (10) days after the creation thereof, Obligor shall identify in writing to Lender all new applications for United States and foreign letters patent, copyright registrations and trademark registrations and licenses of Obligor, which new applications, patents, copyright registrations, trademark registrations and licenses shall be subject to the terms and conditions of the Security Agreement and this Collateral Assignment.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Collateral Assignment to be duly executed by its duly authorized officer as of August 4, 1999.

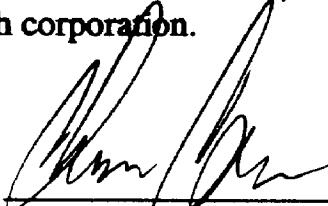
TEEL PLASTICS, INC.,
a Wisconsin corporation

By: 
Name: John Smith
Title: Pres.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On 8/4/99, 1999, before me appeared the person executing the foregoing instrument, as proved to me to be on the basis of satisfactory evidence the person described in and who executed the foregoing instrument as the officer of the corporation signatory to such instrument, being by me duly sworn, did depose and say that he is the officer of such corporation described in and which executed the foregoing instrument; that said instrument is signed on behalf of such corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of such corporation.



Notary Public

{Seal}

SCHEDULES 1, 2, AND 3

United States Patents.

A Utility Patent Application for a PLANT PROTECTOR was filed on June 10, 1997, in the United States Patent and Trademark Office along with a signed Declaration and Power of Attorney form, an Information Disclosure Statement, and the original Assignment document. The application, as originally filed, contained 6 independent and 18 dependent claims. The United States Patent Application received a serial number of 08/872,601 and a filing date of June 10, 1997. The inventors of the Plant Protector are Michael R. Risgaard and Thomas Frank, both of Baraboo, Wisconsin. The Corporation is the assignee of record.

A Preliminary Amendment was filed on April 28, 1998. In the preliminary amendment, claim 6, as originally filed, was amended; one new independent claim was added; and one new dependent claim was added.

A Notice of Recordation of Assignment was received from the United States Patent and Trademark Office on May 13, 1998. It indicated that the original Assignment had been recorded on March 2, 1998 at Reel 9020, Frame 460 by the Assignment Division of the United States Patent and Trademark Office.

A Request for Status was filed on August 17, 1998, and a first Patent and Trademark Office Action was received on September 11, 1998. The Office Action had a mailing date of September 8, 1998. In the Office Action, claims 5 and 13-16 were indicated as allowable while claims 1-4, 6-12, and 17-26 were rejected as either anticipated by United States Patent No. 4,922,652 or obvious in view of the same patent as modified by other references.

An Amendment and Reply was filed on December 8, 1998, in response to the first Office Action. In the Amendment and Reply, claims 1, 5, 6, 13, 16, 18, 21, and 25 were amended; one new independent claim was added; three new dependent claims were added; and remarks were made in response to the rejections presented in the Office Action.

A second Office Action was received on January 18, 1999. The second Office Action was made final and had a mailing date of January 13, 1998. In the Office Action, claims 5, 13-16, 18-22, 24, and 30 were indicated as allowable while claims 1-4, 6-12, 17, 23, and 25-29 were rejected based on the language of the claims, or as either anticipated by or obvious in view of the prior art references cited in the first Office Action.

An Amendment After Final was mailed to the Patent and Trademark Office on March 26, 1999. In the Amendment, the rejected claims were canceled without prejudice to place the application in condition for allowance. In response, the Patent and Trademark Office issued a Notice of Allowance and Issue Fee Due with a mailing date of April 15, 1999. The Notice of Allowance indicated that claims 5, 13-16, 18-22, 24, and 30 were allowed; that new Formal Drawings were required; and that the Issue Fee was due on or before July 15, 1999.

SCHEDULES 1, 2, AND 3 (CONT.)

Formal Drawings were submitted to the Patent and Trademark Office on May 5, 1999, and the Issue Fee was transmitted to the Patent and Trademark Office on June 17, 1999. All fees paid with respect to the patent application, including the Issue Fee payment, have been based upon the small entity status of Teel Plastics, Inc.

Foreign Patents.

An Australian Patent Application for a PLANT PROTECTOR was filed on June 9, 1998, with the Australian Patent Office. The Australian Patent Application received a serial number of 69983/98 and claimed priority to the United States Patent Application with a serial number of 08/872,601, filed June 10, 1997. The first annuity regarding the Australian Patent Application is due June 9, 2001.

Trademarks

Australia Trademark for SNAP N' GROW

5/4/98 Trademark Application filed for SNAP N' GROW (International Class 17)
9/13/98 Amended Application filed (changing to International Class 20)
9/28/98 Application Accepted (notice published)
1/29/99 Certificate of Registration issued, No. 761169, effective 5/4/98
Term: 10 years and renewable every 10 years thereafter

Chile Trademark Application for SNAP N' GROW

11/5/98 Trademark application for SNAP N' GROW (International Class 20)
2/23/99 Petition for Reconsideration of trademark application filed. (No. 432.134)
4/99 Petition for reconsideration accepted; application pending

South Africa Trademark Application for SNAP N' GROW

5/15/98 Trademark application for SNAP N' GROW filed (International Class 20)
Application number 98/08229; application pending

United States Trademark

4/29/97 Trademark application for SNAP N' GROW filed (Serial Number: 75/283,312)
6/16/98 Notice of Allowance issued
9/24/98 Notice of Acceptance of Statement of Use issued
11/3/98 U.S. Trademark Registration Number 2,202,227 issued for SNAP N' GROW