

7800 RECORDATA
8-16-99 TRA

08-19-1999



4

101121790

Original documents or copy thereof.

1. Name of conveying party(ies):

Sureco, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

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

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration 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 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41).....\$ 615.00

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)

08/18/1999 MTHAI1 00000273 75344832

DO NOT USE THIS SPACE

9. Agent and signature.

40.00 OP
575.00 OP

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:

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

SURECO UNITED STATES TRADEMARKS

MAG. NO.	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	RECORDED OWNER	GOODS	STATUS
3733.182-US-LA	VALUE BRANDS	75/344,932	09/21/97	..	..	Sureco, Inc	Services related to the sales of lawn and garden products	Pending
3733.182-US-LA	SURECO	75/228,715	01/21/97	..	..	Sureco, Inc	Pesticides, including insecticides, fungicides, and herbicides, deodorized kerosene oil, and fertilizers	Pending
3733.182-US-LA	AMERICA'S CHOICE DO-IT-YOURSELF BRAND & Design	74/714,327	08/11/95	..	..	Sureco, Inc.	Soil amendments, plant food, fertilizers for agricultural and domestic use, humus, potting soil, manure	Pending
3733.182-US-LA	SUREPACK	75/177,006	10/04/96	..	..	Sureco, Inc	Packaging articles including insecticides, herbicides, weedicides, rodenticides, fungicides, algacides, parasiticides, nematocides for agricultural, horticultural, veterinary, poultry, household, and sanitary uses to the order and specifications of others	Pending - Ray # 2,101,479
3733.182-US-LA	BLACK LEAF & Design	75/173,099	09/27/96	..	..	Sureco, Inc.	Lawn and garden products, namely, insecticides, weedicides, rodenticides, fungicides, algacides, parasiticides, nematocides for agricultural horticultural, veterinary, poultry, household and sanitary uses	Pending - Ray # 2,103,276
3733.182-US-LA	AMERICA'S CHOICE DO-IT-YOURSELF BRAND & Design	74/714,331	08/11/95	..	..	Sureco, Inc.	Pesticides for agricultural and domestic use	Pending
3733.182-US-LA	DE-MIZE & Design	74/698,562	07/06/95	1,975,052	05/21/96	Sureco, Inc.	Chemicals, namely rodenticides	Usage Affidavit Due 05/21/2002
3733.182-US-LA	RIGO	74/698,344	07/07/95	2,076,787	07/08/97	Sureco, Inc.	Pesticides, insecticides, herbicides and rodenticides for agricultural, domestic, and industrial use	Usage Affidavit Due 07/08/2001
3733.182-US-LA	NEAT 'N CLEAN	74/698,341	07/07/95	1,978,423	06/04/96	Sureco, Inc.	Herbicide for domestic yard and garden use	Usage Affidavit Due 06/04/2002
3733.182-US-LA	MIST-R-BUG	74/698,340	07/07/95	1,978,422	06/04/96	Sureco, Inc.	Insecticides for domestic use	Usage Affidavit Due 06/04/2002
3733.182-US-LA	ALLPRO & Design	74/613,233	12/21/94	2,024,453	12/17/96	Sureco, Inc	Pesticides for use by professional exterminators for structural pest control	Usage Affidavit Due 12/17/2002

11

SURECO UNITED STATES TRADEMARKS

REG. NO.	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	RECORDED OWNER	GOODS	STATUS
3733.182-US-LA	WALKO	74/333,034	11/20/92	1,790,079	08/11/91	Sureco, Inc.	Drinking water antiseptic for poultry	Usage Affidavit Due 08/11/1999
3733.182-US-LA	SMCP & Design	73/590,603	03/28/86	1,449,112	07/23/87	Sureco, Inc.	Fertilizers, insecticides, fungicides, herbicides and rodenticides	Renewal Due 07/28/2007
3733.182-US-LA	PARA-BLOX	73/275,553	08/22/80	1,255,058	10/25/83	Sureco, Inc.	Rat bait	Renewal Due 10/25/2003
3733.182-US-LA	SNALLICIDE	73/164,756	04/03/78	1,115,917	04/03/79	Sureco, Inc.	Snail, slug and insect killing preparation	Renewal Due 04/03/2009
3733.182-US-LA	ROSE GUARD	72/289,186	01/19/68	862,234	12/24/68	Sureco, Inc.	Combination insecticide, herbicide, and plant food for roses	Renewal Due 12/24/2008
3733.182-US-LA	PENTREX	72/154,714	10/08/62	758,277	10/15/63	Sureco, Inc.	Plant food with soil penetrant	Renewal Due 10/15/2003
3733.182-US-LA	ROSE LEAF	72/029,046	04/29/57	661,512	05/13/58	Sureco, Inc.	Floral dust for the control of insects and plant disease	Renewal Due 05/13/2008
3733.182-US-LA	KILL-KO	72/022,836	01/18/57	658,408	02/18/58	Sureco, Inc.	Preparation for destroying rodents	Renewal Due 02/18/2008
3733.182-US-LA	WARF	72/022,519	01/14/57	654,625	11/19/57	Sureco, Inc.	Rodenticide	Renewal Due 11/19/2007
3733.182-US-LA	NICO-FUME	71/696,958	10/24/55	641,596	02/19/57	Sureco, Inc.	Insecticidal compound for fumigating greenhouses	Renewal Due 02/19/2007
3733.182-US-LA	BLACK LEAF & Design	71/669,713	07/09/54	626,735	05/15/56	Sureco, Inc.	Insecticides, weedicides, rodenticides, fungicides, algicides, parasiticides, nematocides for agricultural, horticultural, veterinary, poultry, household, and sanitary uses	Renewal Due 05/15/2006
3733.182-US-LA	NICO-FUME	71/005,482	05/13/05	46,922	10/17/05	Sureco, Inc.	Nicotin solution and paper saturated there-with	Renewal Due 10/17/2005
3733.182-US-LA	BLACK LEAF	71/005,480	05/13/05	47,058	10/24/05	Sureco, Inc.	Tobacco extracts	Renewal Due 10/24/2005

13

Continuation Items

SURECO UNITED STATES TRADEMARKS

MAG. NO.	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	RECORDED OWNER	GOODS	STATUS
3733 182-US-LA	VALUE BRANDS	75/344,332	08/21/97	..	..	Sureco, Inc	Services related to the sales of lawn and garden products	Pending
3733 182-US-LA	SURECO	75/228,715	01/21/97	..	..	Sureco, Inc	Pesticides, including insecticides, fungicides, and herbicides, deodorized kerosene oil, and fertilizers	Pending
3733 182-US-LA	AMERICA'S CHOICE DO-IT-YOURSELF BRAND & Design	74/714,327	08/11/95	..	..	Sureco, Inc.	Soil amendments, plant food, fertilizers for agricultural and domestic use, humus, potting soil, manure	Pending
3733 182-US-LA	SUREPACK	75/177,006	10/04/96	..	..	Sureco, Inc	Packaging articles including insecticides, herbicides, weedicides, rodenticides, fungicides, algicides, parasiticides, nematocides for agricultural, horticultural, veterinary, poultry, household, and sanitary uses to the order and specifications of others	Pending - Rej # 2,101,474
3733 182-US-LA	BLACK LEAF & Design	75/173,099	09/27/96	..	..	Sureco, Inc.	Lawn and garden products, namely, insecticides, weedicides, rodenticides, fungicides, algicides, parasiticides, nematocides for agricultural horticultural, veterinary, poultry, household and sanitary uses	Pending - Rej # 2,103,276
3733 182-US-LA	AMERICA'S CHOICE DO-IT-YOURSELF BRAND & Design	74/714,331	08/11/95	..	..	Sureco, Inc.	Pesticides for agricultural and domestic use	Pending
3733 182-US-LA	DE-MIZE & Design	74/698,562	07/06/95	1,975,052	05/21/96	Sureco, Inc.	Chemicals, namely rodenticides	Usage Affidavit Due 05/21/2002
3733 182-US-LA	RIGO	74/698,344	07/07/95	2,076,787	07/08/97	Sureco, Inc.	Pesticides, insecticides, herbicides and rodenticides for agricultural, domestic, and industrial use	Usage Affidavit Due 07/08/2003
3733 182-US-LA	NEAT 'N CLEAN	74/698,341	07/07/95	1,978,423	06/04/96	Sureco, Inc.	Herbicide for domestic yard and garden use	Usage Affidavit Due 06/04/2002
3733 182-US-LA	MIST-R-BUG	74/698,340	07/07/95	1,978,422	06/04/96	Sureco, Inc.	Insecticides for domestic use	Usage Affidavit Due 06/04/2002
3733 182-US-LA	ALLPRO & Design	74/613,231	12/21/94	2,024,453	12/17/96	Sureco, Inc	Pesticides for use by professional exterminators for structural pest control	Usage Affidavit Due 12/17/2002

11

SURECO UNITED STATES TRADEMARKS

MAG. NO.	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	RECORDED OWNER	GOODS	STATUS
3733 182-US-LA	WALKO	74/333,054	11/20/92	1,790,079	08/31/93	Sureco, Inc.	Drinking water antiseptic for poultry	Usage Affidavit Due 08/31/1999
3733 182-US-LA	SMCP & Design	73/590,603	03/28/86	1,449,112	07/29/87	Sureco, Inc.	Fertilizers, insecticides, fungicides, herbicides and rodenticides	Renewal Due 07/28/2007
3733 182-US-LA	PARA-BLOX	73/275,553	08/22/80	1,255,058	10/25/83	Sureco, Inc.	Rat bait	Renewal Due 10/25/2003
3733 182-US-LA	SNAILICIDE	73/164,756	04/03/78	1,115,917	04/03/79	Sureco, Inc.	Snail, slug and insect killing preparation	Renewal Due 04/03/2009
3733 182-US-LA	ROSE GUARD	72/239,186	01/19/68	862,234	12/24/68	Sureco, Inc.	Combination insecticide, herbicide, and plant food for roses	Renewal Due 12/24/2008
3733 182-US-LA	PENTREX	72/154,714	10/08/62	758,277	10/15/63	Sureco, Inc.	Plant food with soil penetrant	Renewal Due 10/15/2003
3733 182-US-LA	ROSE LEAF	72/029,046	04/29/57	661,512	05/13/58	Sureco, Inc.	Floral dust for the control of insects and plant disease	Renewal Due 05/13/2008
3733 182-US-LA	KILL-KO	72/022,836	01/18/57	658,408	02/18/58	Sureco, Inc.	Preparation for destroying rodents	Renewal Due 02/18/2008
3733 182-US-LA	WARF	72/022,519	01/14/57	654,625	11/19/57	Sureco, Inc.	Rodenticide	Renewal Due 11/19/2007
3733 182-US-LA	NICO-FUME	71/696,958	10/24/55	641,596	02/19/57	Sureco, Inc.	Insecticidal compound for fumigating greenhouses	Renewal Due 02/19/2007
3733 182-US-LA	BLACK LEAF & Design	71/669,713	07/09/54	626,733	05/15/56	Sureco, Inc.	Insecticides, weedicides, rodenticides, fungicides, algicides, parasiticides, nematocides for agricultural, horticultural, veterinary, poultry, household, and sanitary uses	Renewal Due 05/15/2006
3733 182-US-LA	NICO-FUME	71/005,482	05/13/05	46,922	10/17/05	Sureco, Inc.	Nicotin solution and paper saturated there-with	Renewal Due 10/17/2005
3733 182-US-LA	BLACK LEAF	71/005,490	05/13/05	47,058	10/24/05	Sureco, Inc.	Tobacco extracts	Renewal Due 10/24/2005

13

**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

SURECO, INC.

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of July 14, 1999, ("Trademark Security Agreement") by SURECO, 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 Trademark Security Agreement as an amendment and restatement of Grantor's Trademark Security Agreement entered into prior to the date hereof (as now or heretofore amended, restated, supplemented or otherwise modified, the "Prior Trademark 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 TRADEMARK COLLATERAL. Grantor hereby continues to grant to Agent, on behalf of itself and 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 "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License; (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License; or (iii) any damages or other amounts recovered from the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark 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 Trademark 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 Trademark Security Agreement amends and restates in its entirety the Prior Trademark Security Agreement and, upon effectiveness of this Trademark Security Agreement, the terms and provisions of the Prior Trademark Security Agreement shall, subject to this Section 4, be superseded hereby. Notwithstanding the amendment and restatement of the Prior Trademark Security Agreement by this Trademark Security Agreement, the Trademark Collateral under the Prior Trademark 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 Trademark 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 Trademark 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 Trademark Collateral as evidenced by this Trademark Security Agreement.

[signature page follows]

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

SURECO, INC.

By:


Title: Executive Vice President, Secretary
and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent**

By:


Title: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

See attached schedule