

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS**

DEBTOR	MARK	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS
Terra-Mulch Products, LLC	POLY-COVER	75/548,486	9/4/98	Pending
Terra-Mulch Products, LLC	SOIL-BLANKET	75/548,487	9/4/98	Pending
Terra-Mulch Products, LLC	POLY-BLANKET	75/548,488	9/4/98	Pending
Terra-Mulch Products, LLC	SOIL COVER	75/548,489	9/4/98	Pending
Terra-Mulch Products, LLC	TERRA-BLANKET	75/548,490	9/4/98	Pending
Terra-Mulch Products, LLC	EARTH BLANKET	75/548,491	9/4/98	Pending
Terra-Mulch Products, LLC	JUTE-CEL	75/496,850	6/5/98	Pending
Terra-Mulch Products, LLC	TERRA MULCH	2,268,870	8/10/99	Registered
Terra-Mulch Products, LLC	TERRA-MULCH	2,268,869	8/10/99	Registered
Terra-Mulch Products, LLC	SEED AIDE	2,189,875	9/15/98	Registered
Terra-Mulch Products, LLC	HYDRO-SPRAY	2,300,113	12/14/99	Registered
Terra-Mulch Products, LLC	CON-TACK	1,709,067	8/18/92	Registered
Terra-Mulch Products, LLC	ENVIROBLEND & Design	2,240,174	4/20/99	Registered
Terra-Mulch Products, LLC	FUTERRA	1,743,935	12/29/92	Registered

DEBTOR	MARK	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS
Terra-Mulch Products, LLC	FUTERRA & Design	1,772,465	5/18/93	Registered
Terra-Mulch Products, LLC	HYDRO MULCH	0,972,706	11/13/73	Registered
Terra-Mulch Products, LLC	ROLL LAWN	1,772,468	5/18/93	Registered
Terra-Mulch Products, LLC	ROLL-LAWN & Design	1,772,464	5/18/93	Registered
Terra-Mulch Products, LLC	SEED PROTECTOR	75/390,490	11/14/97	Pending

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

REGISTERED STATE TRADEMARKS

REGISTRATION NO.

DATE

None

PENDING STATE
TRADEMARK APPLICATIONS

FILING NO.

FILING DATE

None

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

None

TRADEMARK COLLATERAL AGREEMENT

This 30th day of March, 2000, TERRA-MULCH PRODUCTS, LLC, a Delaware limited liability company ("*Assignor*") with its principal place of business and mailing address at 750 Lake Cook Road, Buffalo Grove, Illinois 60089, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("*Harris*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as agent hereunder for the various lenders pursuant to that certain Credit Agreement dated of even date herewith between the Assignor, Harris, individually and as agent and the other lenders from time to time party thereto (said Harris acting as such agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the "*Assignee*"), and grants to Assignee a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages:

to secure performance of all Obligations of Assignor as set out in that certain Security Agreement bearing even date herewith between Assignor and Assignee (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Assignee of any applications by Assignor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Assignor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Assignee on such Intent-To-Use Application as collateral security for the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement of even date herewith.

TERRA-MULCH PRODUCTS, LLC

By Profile Products, LLC
Its Sole Member

By Donald F. Piazza
Its Vice President

Donald F. Piazza
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK, as Agent

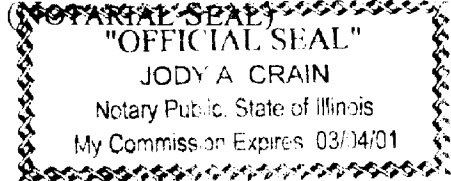
By David L. Crouch
Its Vice President

David L. Crouch
(Type or Print Name)

STATE OF COOK)
) SS
COUNTY OF ILLINOIS)

I, Jody A. Crain a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald F. Piazza, Vice President of Profile Products, LLC, a Delaware limited liability company and sole member of Terra-Mulch Products, LLC, a Delaware limited liability company, and ~~Secretary~~ of said Profile Products, LLC, who ~~are~~ personally known to me to be the same person~~s~~ whose names ~~are~~ subscribed to the foregoing instrument as such Vice President and ~~Secretary~~, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as ~~their~~ own free and voluntary act and as the free and voluntary act and deed of said Terra-Mulch Products, LLC for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of March, 2000.



My Commission Expires:

[Signature]
Notary Public

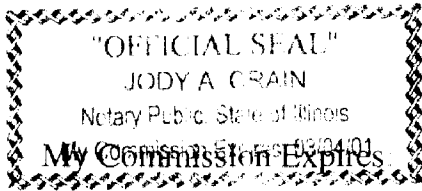
Jody A. Crain
(Type or Print Name)

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Jody A. Crain, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David L. Crouch, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of March, 2000.

(NOTARIAL SEAL)



Jody A. Crain
Notary Public

Jody A. Crain
(Type or Print Name)

SCHEDULE A-2

**TO SECURITY AGREEMENT
RE: INTELLECTUAL PROPERTY**

TRADEMARK LICENSES

The trademark "Conwed" is owned by Conwed Corporation/Leucadia Inc. ("*Licensor*"). Terra-Mulch Products, LLC ("*Terra-Mulch*") is allowed to use the Conwed trademark pursuant to that certain License Agreement dated July 1, 1996 between Licensor and WWJ, LLC ("*WWJ*") which has been assigned by WWJ to Terra-Mulch.