

12/7/00

12-28-2000



1 SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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Tab settings

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To the Honorable Commissioner of Patents and Trademarks, the attached original documents or copy thereof.

1. Name of conveying party:
Vigoro Acquisition Corp.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - Delaware
 Other _____

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

2. Name and address of receiving party:
399 Venture Partners, Inc.
399 Park Avenue
New York, New York 10043

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - Delaware
 Other _____

12-07-2000
U.S. Patent & TMO/TM Mail Rpt Dt. #58

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 30, 2000

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) listed below

A. Trademark Application No.(s)
See Schedule A

B. Trademark Registration No.(s)
See Schedule A

Additional numbers attached? Yes No

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

Name: GLENN A. GUNDERSEN
DECHERT
4000 BELL ATLANTIC TOWER
1717 ARCH STREET
PHILADELPHIA, PA. 19103-2793
TEL. NO. (215) 994-2183

6. Total number of applications and registrations involved: 43

7. Total fee (37 CFR 3.41)\$ 1090.00
 Enclosed
 Authorized to be charged to deposit account
(Including any underpayment)

8. Deposit account number: 04-0475
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Susan L. Foster Susan L. Foster December 7, 2000
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 22

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

12/26/2000 JJALLAH2 00000245 185693

01 FC:481
02 FC:482

40.00 OP
1050.00 OP

TRADEMARK
REEL: 002201 FRAME: 0289

SCHEDULE A**Vigoro Acquisition Corp.****Pending U.S. Trademark Applications:**

<u>Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>
END-O-PEST	March 16, 1999	75-661,546
BLOOM MASTER	December 17, 1999	75-874,746

U.S. Trademark Registrations:

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
IDEAL	October 20, 1908	70,947
VITOGRO	June 24, 1924	185,693
VIGORO	July 1, 1924	186,125
END-O-PEST	March 12, 1929	254,044
GRO-TONE	April 24, 1951	541,494
BRIMM	October 26, 1954	597,254
BLOOMMASTER	September 27, 1960	704,808
LAWN LIFE	May 30, 1961	715,959
HOLIDAY	October 8, 1963	758,018
GRO-TONE	March 24, 1964	766,977
MR. TURF'S	April 14, 1964	768,071
SOUTHLAND	January 5, 1965	782,658

TREASURE	January 4, 1966	801,170
VIGORO	January 17, 1967	822,216
FUN	June 13, 1967	830,067
SUBURBAN	September 12, 1967	834,949
Design Only	November 7, 1967	838,194
FEDERAL LAWN MASTER	May 6, 1969	868,891
GRO-TONE	October 28, 1969	879,341
NATURE'S BEST	February 5, 1974	977,977
PARK RIDGE	March 29, 1983	1,232,391
DEEP GREEN	February 11, 1986	1,381,951
BED MIX	January 12, 1988	1,471,840
Design Only	January 7, 1992	1,670,932
GRO-TONE	April 14, 1992	1,682,555
NATURE'S BEST	November 10, 1992	1,730,493
GREEN TURF	November 10, 1992	1,730,497
MICROVAIL	November 16, 1993	1,805,019
ENVIRO C-A-R-E	December 21, 1993	1,812,664
ENVIRO CARE	December 28, 1993	1,814,304
ALL AMERICAN	February 14, 1995	1,878,371
LAWN MASTER	March 14, 1995	1,883,208
SHORE	November 7, 1995	1,932,719
MAG POP	September 3, 1996	1,998,487
DEEP GREEN	May 13, 1997	2,061,087

V-COTE	June 3, 1997	2,067,899
PRO-GRASS	November 4, 1997	2,110,922
Design Only	June 9, 1998	2,163,609
VIGORO	March 9, 1999	2,230,960
VIGORO	August 3, 1999	2,266,583
DEEPCREEN WHATEVER THE WEATHER	August 1, 2000	2,372,023

THE SECURITY INTEREST AND LIEN GRANTED TO 399 VENTURE PARTNERS, INC. UNDER THIS AGREEMENT IS SUBORDINATED PURSUANT TO THE TERMS OF THE INTERCREDITOR AGREEMENT DATED NOVEMBER 3, 2000 AMONG PURSELL INDUSTRIES, INC., BFC ACQUISITION CORPORATION, VIGORO ACQUISITION CORP., BAYER CORPORATION, BAYER-PURSELL LLC, 399 VENTURE PARTNERS, INC., WACHOVIA BANK, N.A. AND FLEET CAPITAL CORPORATION, AS THE SAME MAY BE AMENDED FROM TIME TO TIME. IN THE EVENT THAT ANY PROVISIONS OF THIS AGREEMENT CONFLICT WITH SUCH INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 30th day of November, 2000, between 399 VENTURE PARTNERS, INC., a Delaware corporation (the "Secured Party") and PURSELL INDUSTRIES, INC. ("Pursell"), a Delaware corporation, BFC ACQUISITION CORPORATION ("BFC"), a California corporation, and VIGORO ACQUISITION CORP. ("Vigoro"), a Delaware corporation (Pursell, BFC and Vigoro are collectively referred to hereinafter as the "Debtors" and individually as a "Debtor").

RECITALS:

Pursuant to the terms of the Second Amended and Restated Credit Agreement dated the date hereof (the "Credit Agreement") by and among Debtors, Wachovia Bank, N.A. as Administrative Agent, Fleet Capital Corporation as Collateral Agent and the Lenders described therein, Lenders have agreed to make loans and other financial accommodations to Debtors. Pursuant to the terms of the Limited Guaranty Agreement dated the date hereof (the "Guaranty") by Secured Party in favor of Administrative Agent, Secured Party has agreed to guaranty certain obligations of Debtors under the Credit Agreement. Pursuant to the terms of that certain Reimbursement Agreement made the date hereof (the "Reimbursement Agreement") among Debtors and Secured Party, Secured Party has required, as a condition to extending its Guaranty to Administrative Agent, that Debtors grant to Secured Party a security interest in and lien upon substantially all of each Debtor's assets pursuant to this Agreement.

Pursuant to the terms of that certain Security Agreement made the date hereof among Debtors and Secured Party (the "Security Agreement"), the Debtors have contemporaneously herewith pursuant to this Agreement granted to Secured Party a lien upon and security interest in, among other things, the Debtors' now existing and hereafter acquired inventory, machinery, equipment, equipment formulations, manufacturing procedures, quality control procedures and product specifications relating to products sold under the Trademarks (as defined herein).

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Debtors hereby agree with the Secured Party as follows:

1. All capitalized terms used herein, including those used in the Recitals hereto, unless otherwise defined shall have the meanings ascribed to them in the Security Agreement.

2. To secure the prompt payment and performance of the Obligations, the Debtors hereby pledge, assign and grant to Secured Party a continuing security interest in and Lien upon all of the following property of the Debtors, whether now owned or existing or hereafter acquired (collectively, the "Collateral")

(a) all trademarks, trademark registrations and trade names and all trademark applications that have been filed based on use or based on intent to use, provided that a statement of use or amendment to allege use has been filed as of the date of any Event of Default, including, without limitation, each trademark and application listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements or dilution thereof or injury to the associated goodwill, (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i) - (iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Debtors' business connected with and symbolized by each Trademark; and

(c) all proceeds and products of the foregoing.

3. The Debtors represent and warrant to Secured Party that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office and the applicable state and local offices under the UCC of the State of New York, this Agreement will create a legal and valid perfected lien upon and security interest in the Collateral (other than foreign trademarks), enforceable against the Debtors and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;

(d) The Debtors have the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) The Debtors are the sole and exclusive owners of the entire right, title and interest in and to all of the Collateral, free and clear of any Liens other than Permitted Liens.

4. The Debtors covenant and agree with Secured Party that:

(a) The Debtors will maintain the quality of the products associated with the Trademarks, at a level consistent with or superior to the quality at the time of this Agreement, and will provide Secured Party, upon request, with a certificate to that effect executed by an officer of the Debtors;

(b) The Debtors will not lower the level of quality of the products associated with the Trademarks without Secured Party's prior written consent; and

(c) Where applicable, the Debtors have used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with their use of the Trademarks and has made, and will continue to make, all appropriate filings with the United States Patent and Trademark Office and all applicable foreign government offices to maintain the Trademark registrations in existence, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and all applicable foreign government offices for each Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. The Debtors hereby grant to Secured Party and their respective employees and agents the right upon prior notice to the Debtors, and subject only to any obligations of confidentiality to which the Debtors, their employees and agents are then subject with respect thereto, to visit the Debtors' plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. The Debtors shall do any and all acts required by Secured Party to ensure the Debtors' compliance with paragraph 4(c) of this Agreement.

6. The Debtors agree that, until all of the Obligations have been satisfied in full, it will not enter into any license agreement relating to any of the Trademarks, except non-exclusive licenses to customers of the Debtors in the regular and ordinary course of the Debtors' business as presently conducted and for reasonable and customary compensation, and shall not enter into any agreement that is inconsistent with the Debtors' duties under this Agreement.

7. If, before the Obligations have been satisfied in full, the Debtors shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Debtors shall give to Secured Party prompt notice thereof in writing.

8. The Debtors authorize Secured Party to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

9. If an Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to the Debtors, each of which the Debtors hereby waive, collect directly any payments due the Debtors in respect of the Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Collateral. The Debtors hereby agree that seven (7) days written notice to the Debtors of any public or private sale or other disposition of any of the Collateral shall be reasonable notice; provided, however, that no such notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Secured Party may, to the extent permitted by Applicable Law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Debtors, which right the Debtors hereby waive and release. After deducting from the proceeds of such sale or other disposition of the Collateral all costs and expenses incurred by Secured Party in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Secured Party shall apply the remainder of such proceeds to the payment of the Obligations for its benefit in accordance with the terms of the Security Agreement. If any deficiency shall arise, the Debtors and each guarantor of the Obligations shall remain jointly and severally liable to Lenders therefor.

10. The Debtors hereby make, constitute and appoint Secured Party and any officer or agent of Secured Party as Secured Party may select as the Debtors' true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Debtors' names on all applications, documents, papers and instruments necessary for Secured Party to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any other Person. The Debtors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Security Agreement shall have been terminated.

11. At such time as all of the Obligations shall have been satisfied finally and in full and, the Commitments under the Security Agreement shall have been terminated, Secured Party shall execute and deliver to the Debtors, without representation, warranty or recourse and at the Debtors' expense, all releases and other instruments necessary to terminate Secured Party's security interest in the Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant to the terms of this Agreement, the Security Agreement or any other Credit Document.

12. Any and all fees, costs and expenses, of whatever kind or nature, (including, without limitation, reasonable attorneys' fees and legal expenses), incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Debtors (it being the intent of the Debtors and Secured Party that the Debtors shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Secured Party, shall be paid by the Debtors on demand to Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate per annum in effect from time to time under the Security Agreement.

13. The Debtors shall use reasonable commercial efforts to detect any infringers of the Trademarks and shall notify Secured Party in writing of any infringements detected. The Debtors shall have the duty, through counsel acceptable to Secured Party, to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Secured Party to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Debtors. The Debtors shall not abandon any pending trademark application that is filed based on use or as to which a verified statement of use has been filed or Trademark without the prior written consent of Secured Party .

14. Without limiting the obligations of the Debtors described in paragraph 13 hereof, after Secured Party's receipt of notice from the Debtors as provided in paragraph 13, or if Secured Party reasonably believes the act of any Person constitutes an infringement of any Trademark or a violation of any right of the Debtors or Secured Party therein, or an unlawful or unauthorized use thereof, Secured Party shall have the right (but shall not be obligated) to take such steps and institute such suits or proceedings as Secured Party shall deem necessary or advisable in its own name, or in the name of the Debtors or in the names of Secured Party and the Debtors jointly, to enforce the Trademarks and any license thereunder or to protect the rights of the parties thereunder, in which event the Debtors shall at the request of Secured Party do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Secured Party to aid such enforcement, and the Debtors shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred in the exercise of Secured Party's rights under this paragraph 14. Nothing herein shall be deemed to prohibit the Debtors from bringing any such suit in their own names at any time that an Event of Default does not exist, if Secured Party declines to institute such suit.

15. If the Debtors fail to comply with any of their obligations hereunder, to the extent permitted by Applicable Law, Secured Party may do so in the Debtors' names or in Secured

Party's name, but at the Debtors' expense, and the Debtors agree to reimburse Secured Party in full for all expenses, (including, without limitation, attorneys' fees and legal expenses), incurred by Secured Party in prosecuting, defending or maintaining the Trademarks or Secured Party's interest therein pursuant to this Agreement.

16. No course of dealing between the Debtors and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Secured Party's rights and remedies with respect to the Collateral, whether established by this Agreement, by the Security Agreement, by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Secured Party and upon the successors of the Debtors. The Debtors shall not assign their rights or delegate their duties hereunder without the prior written consent of Secured Party .

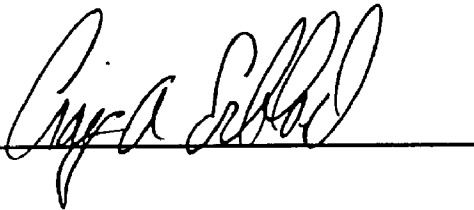
21. Notice of Secured Party's acceptance hereof is hereby waived by the Debtors.

22. This Agreement shall be governed in all respect by, and construed in accordance with, the laws of the State of New York, including the UCC of the State of New York. Secured Party and each Debtor agree that the United States District Court for the Southern District of New York, and the Supreme Court of New York County, New York, or, at the option of Secured

Party, any court in which Secured Party shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy, shall have jurisdiction to hear and determine any claims or disputes between a Debtor and Secured Party pertaining directly or indirectly to this Agreement or to any matter arising herefrom. Each Debtor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such Court, but each Debtor hereby waives any objection which such Debtor may have based upon lack of personal jurisdiction, improper venue of forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such Court. The Debtors agree that the jurisdiction of the Supreme Court of New York County, New York, and the United States District Court for the Southern District of New York, shall be exclusive with respect to any action or proceeding brought by any or all of them against Secured Party. The choice of forum set forth herein shall not be deemed to preclude the enforcement of any judgment obtained in such forum or the taking of any action by Secured Party under this Agreement or any of the other Collateral Agreements to enforce same or to realize upon any of the Collateral in any appropriate jurisdictions.

IN WITNESS WHEREOF, each Debtor has caused this Agreement to be signed, sealed and delivered in Atlanta, Georgia, on the day and year first written above.

ATTEST:



Asst. Secretary

PURSELL INDUSTRIES, INC.

By: 

Address:

1500 Urban Center, Suite 520

Birmingham, Alabama 35242

Attention: *Mr. Woodard Harris*

Telecopier No.: *205-968-5980*

[CORPORATE SEAL]

ATTEST:

Asst. Secretary

[Handwritten Signature]

VIGORO ACQUISITION CORP.

By:

[Handwritten Signature]

[CORPORATE SEAL]

Address:
1500 Urban Center, Suite 520
Birmingham, Alabama 35242
Attention: *Mr. Woodard Harris*
Telecopier No.: *205-968-5980*

ATTEST:

Asst. Secretary

[Handwritten Signature]

BFC ACQUISITION CORPORATION

By:

[Handwritten Signature]

[CORPORATE SEAL]

Address:
1500 Urban Center, Suite 520
Birmingham, Alabama 35242
Attention: *Mr. Woodard Harris*
Telecopier No.: *205-968-5980*

Accepted in Atlanta, Georgia, on November __, 2000.

399 VENTURE PARTNERS, INC.

("Secured Party")

By:

[Handwritten Signature]

Charles Corpening

Title: *Vice President*

Address:
399 Park Avenue
New York, New York 10043
Attention: Mr. Charles Corpening
Telecopier No.: *212-888-2940*

[CORPORATE SEAL]

EXHIBIT A**I. Marks Owned by Pursell Industries, Inc.**

<u>Mark</u>	<u>Reg./ Filing Date</u>	<u>Reg./ Serial No.</u>
100 PLUS	July 20, 1999	2,263,632
200 PLUS	March 14, 2000	2,329,399
3 PLUS 3	May 25, 1999	2,248,315
ACIDIZER	March 18, 1997	2,046,768
AMERICA'S BEST VALUE FOR ALL YOUR LAWN & GARDEN NEEDS!	January 12, 1999	75-876,674
AMERICA'S GROUDSKEEPER	March 31, 2000	76-014,207
ANNUAL BOOSTER	October 20, 1998	75-575,466
AQUAGUARD	July 4, 2000	2,364,953
ATLANTA TURF SPECIAL	July 13, 1993	1,781,992
BETTER LAWNS	July 18, 1989	1,548,755
BLOOM START	September 24, 1991	1,657,901
BLOOM-N-GROW	April 20, 1999	2,241,273
BULB BOOSTER	July 31, 1984	1,287,510
BULB BOOSTER	March 20, 1984	1,270,432
CALADIUM BOOSTER	July 4, 1995	1,903,304
CAROLINA SPECIAL	September 24, 1996	2,003,574
COLOR BURST	October 26, 1998	75-576,960

C:\MY DOCUMENTS\399 VENTURE.#699834 REVISED TRADEMARK EXHIBIT A.DOC 12/1/00 3:22 PM

**TRADEMARK
REEL: 002201 FRAME: 0301**

COLORBURST	June 26, 1998	75-511,996
COMPOSITE TIMED RELEASE	October 25, 2000	76-153,503
CRAB-EX	July 4, 2000	2,364,954
CRAB-GUARD	December 17, 1998	75-607,239
CTR	October 25, 2000	76-153,517
Design Only	January 27, 1987	1,426,130
EASY FEEDER	September 10, 1996	75-163,882
EASYLIME	October 18, 1988	1,508,732
ENVIRO COIR	October 20, 1998	75-575,465
FLOWER BOOSTER	December 17, 1998	75-607,244
FLOWER POWER	March 17, 1992	1,679,773
FORMULA 101	September 12, 2000	2,384,747
FORMULA 102	September 12, 2000	2,384,748
FORMULA 103	September 19, 2000	2,386,991
FORMULA 104	September 12, 2000	2,384,750
FORMULA 105	September 19, 2000	2,386,995
FORMULA 106	September 12, 2000	2,384,749
FORMULA 107	September 12, 2000	2,384,746
GARDEN SCIENCE	March 11, 1997	2,044,806
GOAL LINE	November 29, 1988	1,514,215
GREENS IN 3 DAYS, FEEDS FOR 3 MONTHS	July 20, 1999	2,263,631
GREENSKOTE	September 8, 1987	1,455,964

GREYSTONE	March 18, 1997	2,046,754
INSECT-GUARD	December 17, 1998	75-607,241
INSTAGREEN	February 3, 1987	1,427,065
IRON MAX	July 12, 2000	76-087,231
IRONIZER	April 2, 1999	75-673,453
LAST BITE	June 26, 1998	75-511,995
MASTERGREEN	October 18, 1988	1,508,729
MOSS-EX	December 17, 1999	75-874,690
MUM BOOSTER	October 12, 1999	2,285,056
NO MIX! NO MESS!	March 16, 1999	2,233,079
NURSERY SPECIAL	October 31, 1997	75-382,364
NURSERY SPECIAL	August 14, 1979	1,123,884
PANSY BOOSTER	September 21, 1999	2,279,215
PARKER'S	June 7, 1983	1,240,749
PERENNIAL BOOSTER	October 5, 1993	1,796,668
PHERTILIZER	October 13, 1992	1,724,786
PLANT SMART	December 17, 1998	75-607,240
POUR & FEED	July 13, 1999	75-749,610
ROCKET	July 14, 1964	773,054
ROSE BOOSTER	December 17, 1998	75-607,247
SEED & SOD	March 13, 1979	1,114,763
SMART SOIL	December 7, 1999	2,298,646
SMART SOIL PLUS	June 29, 1999	2,258,003

SOILLIFE	April 23, 1968	847,806
STA-GREEN	December 28, 1999	2,304,658
STA-GREEN	September 12, 1967	834,914
STA-GREEN	April 26, 1966	807,450
STA-GREEN	October 6, 1959	686,131
STA-GREEN II	December 28, 1993	1,813,279
STA-GREEN WINTER CONDITIONER	July 31, 1990	1,607,880
SUMMER GREEN	March 5, 1996	1,960,689
SUPER 150	January 25, 2000	2,311,601
SUPER COLOR FORMULA	December 17, 1999	75-874,745
SUPREME GREEN	May 23, 1989	1,539,907
TEE-GREEN	January 23, 1968	842,707
TEXAS TURF	June 8, 1993	1,775,662
THE EASY WAY TO A BEAUTIFUL LAWN & GARDEN	June 13, 2000	2,357,977
TOURNAMENT	January 2, 1968	841,468
TRI-MIX	July 4, 2000	2,364,955
UNIPEL	October 31, 1997	75-382,365
UNIPEL	March 10, 1964	766,154
VERTAGREEN	May 23, 1950	525,504
WHITE HOUSE	July 15, 1997	2,079,948

(continued on next page)

II. Marks Owned by BFC Acquisition Corp.

<u>Mark</u>	<u>Reg./Filing Date</u>	<u>Reg./Serial No.</u>
BANDINI	February 17, 1959	674,054
DROUGHT BUSTER	December 17, 1999	75-874,692
DROUGHT BUSTER	November 10, 1992	1,731,971
GRO-RITE	December 17, 1999	75-874,508
MAXI-IRON	December 17, 1999	75-874,924
PRO CHOICE	October 22, 1999	75-829,261
SUPER BLADE	December 17, 1999	75-874,749
SUPER GREEN	December 17, 1999	75-874,920
SUPER PLUSH	December 22, 1999	75-878,384

(continued on next page)

III. Marks Owned by Vigoro Acquisition Corporation

<u>Mark</u>	<u>Filing/ Reg. Date</u>	<u>Serial/ Reg. No.</u>
ALL AMERICAN	February 14, 1995	1,878,371
BED MIX	January 12, 1988	1,471,840
BLOOM MASTER	December 17, 1999	75-874,746
BLOOMASTER	September 27, 1960	704,808
BRIMM	October 26, 1954	597,254
DEEP GREEN	May 13, 1997	2,061,087
DEEP GREEN ‡	February 11, 1986	1,381,951
DEEPCREEN WHATEVER THE WEATHER	August 1, 2000	2,372,023
Design Only	June 9, 1998	2,163,609
Design Only	January 7, 1992	1,670,932
Design Only	November 7, 1967	838,194
END-O-PEST	March 16, 1999	75-661,546
END-O-PEST	March 12, 1929	254,044
ENVIRO CARE	December 28, 1993	1,814,304
ENVIRO C-A-R-E	December 21, 1993	1,812,664
FEDERAL LAWN MASTER †	May 6, 1969	868,891
FUN	June 13, 1967	830,067
GREEN TURF	November 10, 1992	1,730,497
GRO-TONE	April 14, 1992	1,682,555

GRO-TONE	October 28, 1969	879,341
GRO-TONE	March 24, 1964	766,977
GRO-TONE	April 24, 1951	541,494
HOLIDAY	October 8, 1963	758,018
IDEAL	October 20, 1908	70,947
LAWN LIFE	May 30, 1961	715,959
LAWN MASTER	March 14, 1995	1,883,208
MAG POP	September 3, 1996	1,998,487
MICROVAIL	November 16, 1993	1,805,019
MR. TURF'S	April 14, 1964	768,071
NATURE'S BEST	November 10, 1992	1,730,493
NATURE'S BEST	February 5, 1974	977,977
PARK RIDGE	March 29, 1983	1,232,391
PRO-GRASS	November 4, 1997	2,110,922
SHORE	November 7, 1995	1,932,719
SOUTHLAND	January 5, 1965	782,658
SUBURBAN	September 12, 1967	834,949
TREASURE	January 4, 1966	801,170
V-COTE	June 3, 1997	2,067,899
VIGORO	March 9, 1999	2,230,960
VIGORO	July 1, 1924	186,125
VIGORO	January 17, 1967	822,216
VIGORO	August 3, 1999	2,266,583

VITOGRO	June 24, 1924	185,693
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‡ Mark subject to a security interest held by Harris Trust and Savings Bank. No release recorded.

† Registration show a security interest against Magla Products, Inc. held by Midlantic National Bank. Possible error in the recordation of the security interest.