

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Partial Release of Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JP Morgan Chase Bank, N.A.	FORMERLY The Chase Manhattan Bank	06/07/2005	New York Banking Corporation:

**RECEIVING PARTY DATA**

<b>Name:</b>	OMS Investments, Inc.
<b>Street Address:</b>	10250 Constellation Boulevard
<b>Internal Address:</b>	Suite 2800
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90067
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	500195	AURAGREEN
Registration Number:	2527995	COMPLETE COURSE
Registration Number:	2220362	CONTEC
Registration Number:	1036054	DUOSAN
Registration Number:	2326648	FF II
Registration Number:	1467832	GRANUFORM
Registration Number:	1527615	HYDRAFLO
Registration Number:	2307824	KANSEL+
Registration Number:	896713	KOBAN
Registration Number:	1756388	PENSTAR
Registration Number:	917488	
Registration Number:	1511753	PROTURF
Registration Number:	782659	PRO TURF

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Registration Number:	871230	SPRAY-HAWK
Registration Number:	1452718	TGR
Registration Number:	2811012	FUNGO
Registration Number:	2463845	VORLAN

**CORRESPONDENCE DATA**

Fax Number: (202)467-8900

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-467-8810

Email: cmamron@vssp.com, behogue@vssp.com

Correspondent Name: Cory M. Amron, Esquire

Address Line 1: 1828 L Street, NW

Address Line 2: 11th Floor

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:	Cory M. Amron
Signature:	/cory m amron/
Date:	06/24/2005

**Total Attachments: 3**

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## **PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT**

This Partial Release of Trademark Security Agreement is dated as of June 7, 2005, by JPMorgan Chase Bank, N.A., formerly known as The Chase Manhattan Bank ("Bank").

WHEREAS, the Bank and OMS Investments, Inc. ("Borrower") are parties to a Guarantee and Collateral Agreement, dated December 4, 1998 ("Original Collateral Agreement"), as modified by a Acknowledgement and Confirmation of Guarantee and Collateral Agreement, dated October 22, 2003 (collectively with the Original Collateral Agreement, the "Collateral Agreement"), and a Credit Agreement, dated as of December 4, 1998 ("Original Credit Agreement"), as amended and restated by a Amended and Restated Credit Agreement, dated October 22, 2003 (collectively with the Original Credit Agreement, the "Credit Agreement") (the Collateral Agreement and the Credit Agreement, as each may be amended, restated, modified or supplemented from time to time, collectively, the "Collateral Documents"), which Original Collateral Agreement and Original Credit Agreement were recorded with the U.S. Patent and Trademark Office on February 22, 1999; and

WHEREAS, the Collateral Documents granted, assigned and conveyed to Bank as security interest in Borrower's right, title and interest in and to all of Borrower's non-U.S. trademark applications and registrations as of the effective date of the Collateral Documents, substantiated by all of its owned or existing and filed and acquired or arising and filed: trademarks, service marks, trademark or service mark registrations, trade name or trademark and service mark applications, and including without limitation, the federal trademark registrations listed on Schedule A, attached hereto and made a part hereof and together in each case with the goodwill of the Borrower's business connected with the use of and symbolized by, the collateral ("Trademarks"); and

WHEREAS, Borrower intends to sell the Trademarks in a sale authorized by the Collateral Documents; and

WHEREAS, Borrower has requested that Bank release and terminate its security interest with respect to the Trademarks for purposes of allowing Borrower to transfer title to such Trademarks free and clear of such security interest and Bank has agreed to do the same.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, each intending to be legally bound hereby, agree as follows:

1. Bank hereby releases and terminates its security interest and liens in the trademark collateral set forth in the Collateral Documents with respect only to the Trademarks set forth on the attached Schedule A. Bank further agrees to approve, execute and deliver to Borrower such other documents as Borrower shall reasonably request to evidence such termination, including without limitation, UCC-3 amendment filing(s) to release the Trademarks from any UCC financing statements applicable thereto.

IN WITNESS WHEREOF, Bank has caused this Partial Release of Trademark Security Agreement to be duly executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.

By: [Signature]  
Name: **RANDOLPH GATES**  
Title: **VICE PRESIDENT**

STATE OF NEW YORK     )  
                                  ) SS:  
COUNTY OF NEW YORK )

The foregoing Partial Release of Trademark Security Agreement was executed and acknowledged before me on this 7<sup>th</sup> day of May, 2005, by Randolph Gates, personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., on behalf of such bank.

[Signature: Ruby V. Tulloch]  
Notary Public

**RUBY V. TULLOCH**  
Notary Public, State of New York  
No. 60-4769208  
Qualified in Westchester County  
Commission Expires May 31, 2006

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Registration</b>	<b>Goods</b>	<b>Class</b>
Auragreen®	500,195	Dye preparation which is applied to grass for brown patch control	2
Complete Course®	2,527,995	Fertilizers	1
Contec®	2,220,362	Fertilizers for commercial and domestic use	1
Duosan®	1,036,054	Turf fungicide	5
FF II®	2,326,648	Fungicides for agricultural and domestic use	5
Granuform®	1,467,832	Fertilizers	1
Hydraflo® and Flag Design	1,527,615	Soil wetting agents	1
Kansel+®	2,307,824	Herbicides for all commercial and domestic use	5
Koban®	896,713	Turf fungicides	5
Penstar®	1,756,388	Turf fungicides for domestic and agricultural use	5
ProTurf®	917,488	Insecticides and fungicides and grass seed	5,31
ProTurf®	1,511,753	Magazine relating to care, management and maintenance of turf	16
ProTurf®	782,659	Fertilizer and weed control	1
Spray-Hawk®	871,230	Hand operated mobile turf sprayers	7
TGR®	1,452,718	Compounds sold separately and combined with fertilizers which regulate the growth of plants	1

<b>Mark</b>	<b>Registration</b>	<b>Goods</b>	<b>Class</b>
Fungo®	2,811,012	Fungicides	5
Vorlan™	2,463,845	Turf and ornamental fungicide	5

**COMMON LAW TRADEMARKS**

<b>Mark</b>	<b>Registration</b>	<b>Goods</b>	<b>Class</b>
TurfGuard	Common Law	Herbicides	5

<b>Mark</b>	<b>Goods</b>
Accupro	Granular spreader
Golden Eagle	Fungicide for turf
K-O-G	Herbicide for turf
Premier Fairway	Fertilizer for turf
Propendi	Herbicide for turf
R-7X	Granular spreader
R-8A	Granular spreader
R-8	Granular spreader
SR-2000	Granular spreader
SS-2	Granular spreader