

03-15-2000

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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Execution Date
Month Day Year

Name

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)

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

03/14/2000 DCOATES 00000036 2299193

FOR OFFICE USE ONLY

01 FC:481

40.00 DP

40E

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2299193"/>	<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"/>	<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:

#

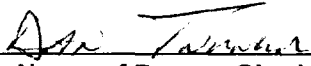
Authorization to charge additional fees:

Yes

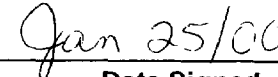
No

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.


Name of Person Signing


Signature


Date Signed

Assignment

Date: January 12, 2000

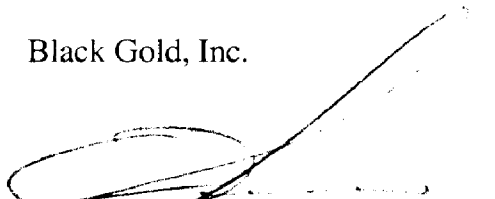
Black Gold, Inc., an Oregon corporation

Sun Gro Horticulture, Inc., a Nevada corporation

For good and valuable consideration, receipt of which is hereby acknowledged, Black Gold, Inc. hereby assigns, transfers and sets over unto Sun Gro Horticulture, Inc. all of its right, title and interest in and to the trademark and brand name "Nature's" and all good will associated with that mark and tangible personal property including all customer lists, labels, bags, brochures, and other supplies used or useful in connection with the "Nature's" product line of business. Without in any way limiting the generality of the foregoing, Black Gold, Inc. hereby assigns to Sun Gro Horticulture, Inc. all of its right, title and interest under that trademark registration, US Patent and Trademark Office number 2,299,184.

The parties agree that they will take such further actions and cooperate in the execution of all such further documents and instruments as may be reasonably necessary to carry out the intent of this agreement and the transactions contemplated by this Agreement.

Black Gold, Inc.



Its: Black Gold, Inc.

Sun Gro Horticulture, Inc.



Its: Sun Gro Horticulture, Inc.