

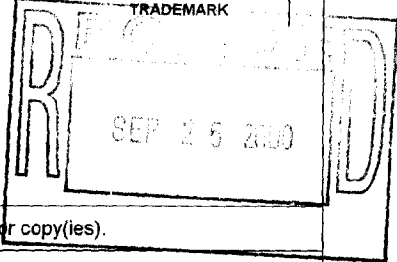
10-13-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101487363

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
☐ Security Agreement
☐ Merger
☐ Change of Name
☐ Other
☐ License
☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
09/10/96

Conveying Party

☐ Mark if additional names of conveying parties attached

Name **Darlington Receivers Inc.**

Execution Date
Month Day Year

9/10/96

Formerly

1828296

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
☐ Other

☒ Citizenship/State of Incorporation/Organization **Canada**

Receiving Party

☐ Mark if additional names of receiving parties attached

Name **1067404 Ontario Limited**

DBA/AKA/TA

Composed of

Address (line 1) **Bldg. 3W, Northam Industries Park**

Address (line 2) **P.O. Box 474**

Address (line 3) **Cobourg**

Ontario, Canada

K9A 4L1

City

State/County

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ 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.)
☒ Corporation ☐ Association
☐ Other

☒ Citizenship/State of Incorporation/Organization **Canada**

10/12/2000 DBYRNE 00000077 1828296

FOR OFFICE USE ONLY

01 FC:461

40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

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

TRADEMARK
REEL: 002155 FRAME: 0536

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Brinks Hofer Gilson & Lione

Address (line 1) P.O. Box 10395

Address (line 2) Chicago, IL 60610

Address (line 3) (312) 321-4200

Address (line 4) (312) 321-4299 - Facsimile

Correspondent Name and Address

Area Code and Telephone Number

Name Eric W. Gallender

Address (line 1) Brinks Hofer Gilson & Lione

Address (line 2) P.O. Box 10395

Address (line 3) Chicago, IL 60610

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

8

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<u>1,828,296</u>	<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.

#1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$40.00

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:

#23-1925

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 deposition account are authorized, as indicated herein.

Eric W. Gallender

Eric W. Gallender

September 21, 2000

Name of Person Signing

Signature

Date Signed

Bill of Sale

THIS INDENTURE, made in duplicate as of this 10th day of September,
1996

B E T W E E N:

DARLINGTON RECEIVERS INC.,
Receiver of all the assets, property and undertaking of
BARCLAY RECYCLING INC.

Vendor

- and -

1067404 ONTARIO LIMITED

Purchaser

WHEREAS default has occurred under a General Security Agreement dated April 19, 1993, (the "Security"), granted by Barclay Recycling Inc. (the "Debtor") to Ontario Development Corporation (the "ODC"), in respect of which a Financing Statement was filed on April 27, 1993 as Instrument Number 930427 2021 1531 3863 pursuant to the *Personal Property Security Act*..

AND WHEREAS the Debtor owed the ODC the sum of \$165,000 (the "Indebtedness").

AND WHEREAS the Security and the Indebtedness was assigned by the ODC to Horizon Plastics Company Ltd. ("Secured Party") on August 16, 1996.

AND WHEREAS the Secured Party appointed the Vendor as Receiver of the assets, property and undertaking of the Debtor pursuant to the Security;

AND WHEREAS the collateral under the Security is composed of:

All of the Receiver's right, title and interest in the moulds and tooling owned by the Debtor; all of the Receiver's right, title and interest in the patents registered by the Debtor; all of the Receiver's right, title and interest in the trademarks registered by the Debtor; all of the Receiver's right, title and interest in the registered designs of the Debtor; all of the Receiver's right, title and interest in the customer lists of the Debtor; and all of the Receiver's right title and interest in other assets and intangibles of the Debtor.

all as more particularly described in the Security (the "Assets").

NOW THEREFORE THIS INDENTURE WITNESSES, that in pursuance of the said Agreement, and in consideration of the sum of TWO HUNDRED AND FORTY THOUSAND DOLLARS (\$240,000.00) of lawful money of Canada, paid or to be paid by the Purchaser to the Vendor, the Vendor hereby bargains, sells, assigns, transfers and sets over unto the Purchaser, its successors and assigns, the Assets, all of which are on an "as is, where is" basis, including those assets located at premises of customers of the Debtor, and the Vendor make no representation as to quantity or quality.

AND all the right, title, interest, property, claim and demand whatsoever of the Vendor of, in, to, and out of the same, and every part thereof.

TO HOLD the Assets and every part thereof, and all the right, title and interest of the Vendor therein and thereto, unto and to the use of the Purchaser.

AND the Vendor does hereby covenant with the Purchaser that it has done no act to encumber the Assets being conveyed hereunder.

IT IS AGREED that this Indenture and everything herein contained shall enure to the benefit of and be binding upon the executors, administrators and assigns or successors and assigns of the parties hereto respectively.

IT IS FURTHER AGREED that wherever the singular and masculine are used throughout this Indenture, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF, this Indenture has been executed by the Vendor as of the day and year first above-mentioned.

SIGNED, SEALED AND DELIVERED

in the presence of



)

)

)

)

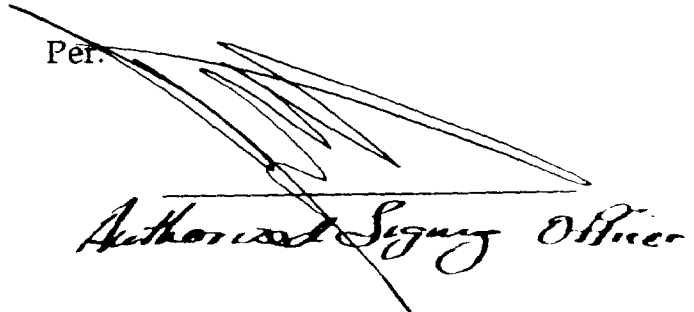
)

)

)

DARLINGTON RECEIVERS INC.

Per.


Authorized Signing Officer

BARCLAY RECYCLING INC.**TRADE-MARK REGISTRATIONS****(as of June 2, 1995)**

<u>TRADE-MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>RENEWAL DATE</u>
Compost Bin (design)	Canada	378,202	Jan. 11/91	January 11, 2006
Compost Bin (design)	Canada	378,203	Jan. 11/91	January 11, 2006
Compost Bin Rectangle (design)	Canada	406,925	Jan. 15/93	January 15, 2008
Compost Bin (design)	U.S.A.	1,840,565	June 21/94	June 21, 2004
Compost Bin (design)	U.S.A.	1,827,486	Mar. 22/94	March 22, 2004
EARTHSAVER	Canada	398,340	May 15/92	May 15, 2007
GARDEN CATCHER	Canada	405,308	Nov. 20/92	November 20, 2007
GROW NOW	Canada	338,584	Mar. 31/88	March 31, 2003
HUMUS BUILDER	Canada	405,590	Nov. 27/92	November 27, 2007
HUMUS BUILDER	U.S.A.	1,828,296	Mar. 29/94	March 29, 2004
RECYCLING BEGINS AT HOME	Canada	397,399	Apr. 17/92	April 17, 2007
RECYCLING BEGINS AT HOME	U.S.A.	1,864,441	Nov. 22/94	November 22, 2004
SOILSAVER	Australia	A588330	July 6/94	October 13, 1999
SOILSAVER	Canada	245,249	May 23/80	May 23, 2010
SOILSAVER	Denmark	5237/89	Sept. 8/89	September 8, 1999
SOILSAVER	Finland	108 655	Sept. 5/90	September 5, 2000

.../2

<u>TRADE-MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>RENEWAL DATE</u>
SOILSAVER	France	1424095	Aug. 24/87	August 24, 1997
SOILSAVER	Norway _(CL20)	134937	Jan. 12/89	January 12, 1999
SOILSAVER	Sweden _(CL20)	207 578	Oct. 9/87	October 9, 1997
SOILSAVER	Sweden _(CL6)	220 310	Jan. 11/91	January 11, 2001
SOILSAVER	U.K.	1319868	Aug. 26/87	August 26, 2008
SOILSAVER	U.S.A	1,228,935	Mar. 1/83	March 1, 2003

TOTAL F. 03

DESIGN REGISTRATIONS

<u>TITLE</u>	<u>COUNTRY</u>	<u>REG.#</u>	<u>EXPIRY DATE</u>
Compost Bin	France	42,193	May be extended for 25yrs from February 22, 2004
Gardening Container	France	860616	May be extended for 25yrs from February 7, 2011
Compost Bin	U.S.A.	D263,365	March 16, 1996 <i>→ exp</i>
Barrel Composter	U.S.A.	D269,046	May 17, 1997
Enclosure for Use in a Garden	U.S.A.	D294,993	March 29, 2002
Compost Container	U.S.A.	D332,678	January 19, 2007
Aeration Tool	Canada	68,612	Renewal due May 28/96 for 5 yrs. Expires May 28, 2002, if renewed
Compost Container	Canada	71,042	Renewal due July 14/97 for 5 yrs. Expires July 14, 2001 if renewed

ISSUED PATENT

<u>TITLE</u>	<u>COUNTRY</u>	<u>PATENT #</u>	<u>RENEWAL DATE</u>
Compost Processing Tool	U.S.A.	5,263,253	Due for renewal May 23, 1997 for a further 4 yr. period. Expires 2010, if renewed every 4 yrs.

PENDING PATENT APPLICATIONS

<u>TITLE</u>	<u>COUNTRY</u>	<u>APP. #</u>	<u>RENEWAL DATE</u>
Improved Compost Bin	Canada	2,009,437	February 6, 1996
Compost Processing Tool	Canada	2,046,409	July 5, 1995

TOTAL P. 23

TRADEMARK
REEL: 002155 FRAME: 0544

FILING DATE/DATE DE PRODUCTION:

02 NOV/NOV 1983

REGISTRATION DATE/DATE D'ENREGISTREMENT:

17 AUG/AOUT 1984

REGISTRANT/PROPRIETAIRE ORIGINAL:

BARCLAY RECYCLING INC.

75 Ingram Drive

Toronto

ONTARIO

M6M 2M2

REP FOR SERVICE/REP POUR SIGNIFICATION:

DOUGLAS S. JOHNSON,

(DENNISON & ASSOCIATES),

133 RICHMOND STREET WEST,

SUITE 301,

TORONTO

ONTARIO M5H 2L7

TRADE MARK/MARQUE DE COMMERCE: *** SEE DESIGN MARK ***

GROW 
now

GROW NOW; DESIGN

WARES/MARCHANDISES:

Temporary and portable greenhouses.

Used in Canada since as early as August 16, 1983.

ASSOCIATED MARKS/MARQUES LIEES:

TMA338,584

FOOTNOTES/NOTES:

CHANGE IN TITLE/CHANGEMENT EN TITRE:

TYPE OF CHANGE/GENRE DE CHANGEMENT: NAME/NOM

DATE REGISTERED/DATE DE L'ENREGISTREMENT: 20 MAR/MARS 1987

DATE OF CHANGE/DATE DE CHANGEMENT: 13 SEP/SEPT 1985

COMMENTS/COMMENTAIRES: BARCLAY HORTICULTURE MFG. LTD.,

SEE EVIDENCE ON FILE/VOIR PREUVE SUR LE DOSSIER 438870

CHANGE IN TITLE/CHANGEMENT EN TITRE:

TYPE OF CHANGE/GENRE DE CHANGEMENT: NAME & ADDRESS/NOM & ADRESSE