

12-26-2000



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12-7-00

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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
11/17/2000

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

12/7/04

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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.)

12/22/2000 MTHA11 00000269 1217214

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

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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: 002199 FRAME: 0931

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)

See attached Exhibit A

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.

Hilary S. Levin

12/6/2000

Name of Person Signing

Signature

Date Signed

SCHEDULE A

Trademarks

MARK	REGISTRATION DATE/ DATE FILED	REGISTRATION / SERIAL NUMBER
<i>Design Only</i>	November 23, 1982	1,217,214
SAFER AGRO-CHEM'S	February 22, 1983	1,228,111
PRO-STICK	August 9, 1983	1,247,465

ASSIGNMENT OF TRADEMARKS

WHEREAS, Safer, Inc., a Delaware corporation and wholly-owned subsidiary of Verdant Brands, Inc., having a place of business at 9555 James Avenue South, Suite 200, Bloomington, Minnesota 55431 (the "Assignor"), has adopted and used and is using the trademarks (the "Marks") identified on Schedule A attached hereto, and is the owner of the registrations of such Marks in the United States Patent and Trademark Office identified on such Schedule A; and

WHEREAS, New Safer, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at c/o Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805 (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof; Assignor hereby acknowledges that pursuant to the Agreement Assignee is the successor to the portion of the business of Assignor to which the trademarks pertain.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements contained in that certain Asset Purchase and Sale Agreement dated November 17, 2000 (the "Agreement"), receipt of which is hereby acknowledged, said Assignor does hereby assign unto said Assignee, all right, title and interest in and to the said marks, together with the good will of the business symbolized by the marks, and the continuing and ongoing development activities associated with the services identified by the marks including any lines of business previously conducted in relation to the marks by the Assignor, together with (i) the registrations of the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

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IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on them 17 day of November, 2000.

SAFER, INC.

By: Bruce R. Malloy
Name: Bruce R. Malloy
Title: President

The foregoing assignment of the Marks and the registrations thereof by the Assignor to the Assignee is hereby accepted as of the 17 day of November, 2000.

NEW SAFER, INC.

By: ASE
Name: HARRY E. WHALEY
Title: PRESIDENT

COMMONWEALTH OR STATE OF NEW YORK)
COUNTY NEW YORK) ss.

On this the 17th day of November, 2000, before me appeared Bruce R. Mallory, the person who signed this instrument, who acknowledged that he is the President of Safer, Inc. and that being duly authorized, signed such instrument as a free act on behalf of himself.

John C. Sorenson
My commission expires: _____

JOHN C. SORENSEN
Notary Public, State of New York
No. 31-4881109
Qualified in New York County
Commission Expires Dec. 29, ~~1995~~ 2000

[Seal]

COMMONWEALTH OR STATE OF NEW YORK)
COUNTY NEW YORK) ss.

On this the 17th day of November, 2000, before me appeared Harry E. Whaley, the person who signed this instrument, who acknowledged that he is the President of New Safer, Inc. and that being duly authorized, signed such instrument as a free act on behalf of himself.

John C. Sorenson
My commission expires: _____

JOHN C. SORENSEN
Notary Public, State of New York
No. 31-4881109
Qualified in New York County
Commission Expires Dec. 29, ~~1995~~ 2000

[Seal]