FORM PTÖ-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) M&G <u>9898</u>; IU<u>S01/kla</u>

01-12-2001

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101580899

To the Commissioner of Fatents and Trademarks: Please record 1. Name of conveying party(ies):	
Name of conveying party(les).	2. Name and address of receiving party(ies).
Landmaster Products, Inc. Landmaster Products, Inc.	Easy Gardener, Inc. P.O. Box 21025
14.9 1.900	Waco, Texas 76702-0468
Individuals Association General Partnership Limited Partnership Corporation-State of Colorado Other:	
Additional name(s) of conveying party(ies) attached? Yes No	
3. Nature of conveyance: Assignment Security Agreement Other: Merger Change of Name	Individual(s) citizenship General Partnership Corporation-State of Delaware Other: Association Limited Partnership
Execution Date: March 20, 1998	If assignce is not domiciled in the United States, a domestic representative designation is attached:
	Yes No (Designations must be separate document from Assignment)
	Additional name(a) & address(sa) attraked)
4. Application number(s) or trademark number(s):	Additional name(s) & address(es) attached? Yes No
A. Trademark Application No.(s)/ Mark(s)	B. Trademark Reg. No.(s)/Mark(s)
()	1,905,636 - POLYSPUN 300
	1,703,030 - 1 011 31 011 300
Additional numbe	rs attached? ☐ Yes 🏿 No
5 Name and address of party to whom correspondence	6. Total number of applications and trademarks involved: 1
concerning document should be mailed: Name: Linda M. Byrne, Esq.	7. Total fee (37 CFR 3.41): \$40.00
Address: MERCHANT & GOULD P.C.	Enclosed Authorized to be charged to deposit account
P.O. Box 2910 Minneapolis, MN 55402-0910	
Millineapone, see	8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725
DO NOT	USE THIS SPACE
	CSL IMO ST. 12
9. Statement and signature:	the deputation of the
To the best of my knowledge and belief, the foregoing infor	mation is true and correct and any attached copy is a true copy of the
original document.	MR. 2 10/15/00
Linda M. Byrne Yhda II	Signature Date
Name of Person Signing	Total number of pages including cover sheet, attachments, and document:
)	Total number of pages including core and a
/11/2001 MTHAI1 00000149 1905636 Do no	t detach this portion
AO OO NE	
Mail documents to be recorded with response	r for Patents and Trademarks 30x Assignments

Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK REEL: 002213 FRAME: 0592 ASSET PURCHASE AGREEMENT

BY AND BETWEEN

EASY GARDENER, INC.

AND

LANDMASTER PRODUCTS, INC.

TRADEMARK REEL: 002213 FRAME: 0593

ASSET PURCHASE AGREEMENT

AGREEMENT, dated as of the 20 day of March, 1998, by and among Landmaster Products, Inc., a Colorado corporation (the "Company"); each of Wayne Murray and Quincy McMillan (said individuals being hereinafter collectively called the "Selling Stockholders" and severally called "Selling Stockholder"); and Easy Gardener, Inc., a Delaware corporation ("Buyer").

WITNESSETH:

WHEREAS, the Selling Stockholders are the owners of all of the issued and outstanding Common Stock of the Company; and

WHEREAS, Buyer is the wholly-owned subsidiary of U.S. Home & Garden, Inc. ("USH&G"); and

WHEREAS, the Company is principally engaged in the business of marketing, packaging and distributing landscape fabric products (the "Business"); and

WHEREAS, the Company wishes to sell to Buyer, and Buyer wishes to purchase from the Company, as a going concern, the business and substantially all of the properties and assets of the Company, all subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of and in reliance upon the covenants, conditions, representations and warranties herein contained, the parties hereto hereby agree as follows:

1. Purchase and Sale Agreement.

- 1.1. Agreement of Purchase and Sale. Subject to the terms and conditions set forth in this Agreement and in reliance upon the representations, warranties, covenants and conditions herein contained, on the Closing Date (as defined in Section 2.1 hereof) the Company shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase from the Company, the Purchased Assets (as defined in Section 1.2 hereof), free and clear of any and all liens, claims, charges or encumbrances of any nature whatsoever.
- property leasehold located at 1925 W. Dartmouth, Englewood, Colorado 80123 and other interests, together with all fixtures, improvements and structures located thereon or pertaining thereto as set forth on Schedule 1.2 hereto, the term "Purchased Assets" means all of the properties and assets owned by the Company or otherwise employed, used or available for use in the Business,

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REEL: 002213 FRAME: 0594

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real and personal, tangible and intangible, of every kind and nature, wherever located, as the same shall exist on the Closing Date, including, without limitation, all (a) cash and cash equivalents (except for accrued earnings and profits of the Company at December 31, 1997, in the aggregate amount of \$835,000 (the "December 31, 1997 Accrued Earnings"); machinery, equipment, motor vehicles, tools, molds, dies, patterns, gauges, furniture and supplies; inventories (including raw materials, work-inprocess, finished goods, packaging inventories, demonstration inventories and spare parts); notes and accounts receivable; customer lists (including name, address and telephone number); customer and product authorizations; E.D.I.'s; goodwill; claims and rights of action against third parties; refunds and credits due or to become due from any source; rights and interests of the Company under warranties, guarantees, insurance policies, pending or executory contracts and commitments for the purchase or lease of materials, supplies or services in connection with the Business, pending or executory contracts and commitments for the sale or lease of products or services in connection with the Business, and other leases and pending or executory contracts and commitments of any nature relating to the Business; deferred charges, advance payments, prepaid expenses and deposits; rights of offset and credits of all kinds; except for "Landmaster" which shall be licensed to Buyer, all names, brands and marks used in connection with the Business, and all derivatives and combinations thereof; all promotional materials; all research and development relating to new products, new designs, processes or cost reductions which are used or useful or in any way related to or of potential benefit to the Business; telephone numbers listings and rights under governmental and administrative licenses, permits and approvals, (b) specifications, manuals and technical data, trade secrets, discoveries, blueprints, drawings, inventions, designs, patents, improvements, processes, product information and data, shop rights and know-how, and (c) files, books and records relating to any of the foregoing. Purchased Assets shall include, without limitation, all properties and assets of the Company reflected on the Pre-Closing Balance Sheet, including the notes thereto, referred to in Section 4.6 hereof, and all properties and assets acquired by the Company after February 6, 1998, except for those assets disposed of in the ordinary course of business since February 6, 1998 and the December 31, 1997 Accrued Earnings and as set forth on Schedule 1.2 hereto. Anything in this Agreement contained to the contrary notwithstanding, the Purchased Assets shall not include the minute books, stock books and tax returns of the Company, except as same are relevant to the customers and vendors of the Company.

and conditions set forth in this Agreement and in reliance upon the representations, warranties, covenants and conditions herein contained, on the Closing Date (as defined in Section 2.1 hereof) Buyer shall assume, and shall only assume (a) the Company's

-2-

or administrative body or agency, applicable to the Company, the Business or any of the Purchased Assets, including, but not limited to, those relating to: occupational safety and health; environmental and ecological protection (e.g., the use, storage, handling, transport or disposal of pollutants, contaminants or hazardous or toxic materials or wastes, and the exposure of persons thereto); business practices and operations; labor practices; employee benefits; and zoning and other land use, and (b) the Company, the Business and/or any of the Purchased Assets have been or may be materially and adversely affected.

Intellectual Property. Schedule 4.13 is a complete and correct list of all (a) United States and foreign patents, trademark and trade name registrations, trademarks and trade names, brandmarks and brand name registrations, servicemarks and servicemark registrations, assumed names and copyrights and copyright registrations, owned in whole or in par or used by the Company, and all applications therefor, (b) inventions, discoveries, improvements, processes, formulae, proprietary rights and trade secrets relating to the Business, and (c) licenses and other agreements to which the Company is a party or otherwise bound which relate to any of the foregoing. Except as expressly set forth in said Schedule 4.13. (a) the Company owns or has the right to use all of the foregoing; (b) proceedings have been instituted, are pending or, to the best o the knowledge of the Company are threatened, which challenge th rights of the Company in respect thereto or the validity theret and, to the best knowledge of the Company, there is no valid basis for any such proceedings; (c) none of the aforesaid violates any laws, statutes, ordinances or regulations, or has any time infringed upon or violated any rights of others, or is being infringed by others; and (d) none of the aforesaid is subject to any outstanding order, decree, judgment, stipulation or charge.

Tax Matters. The Company has filed with the appropriate governmental agencies all tax returns and repo: 4.14. required to be filed by it, and has paid in full or made adequa provision for the payment of, all taxes, interest, penalties, assessments and deficiencies shown to be due or claimed to be on such tax returns and reports. The provision for income and other taxes which is set forth on the Pre-Closing Balance Shee are adequate for all accrued and unpaid taxes of the Company a of the date thereof, whether (a) incurred in respect of or measured by income of the Company for any periods prior to the close of business on that date, or (b) arising out of transactions entered into, or any state of facts existing, on prior to that date. The provision for income and other taxes which is set forth on the books of account of the Company is adequate for all income and other taxes which accrued after th date of the Pre-Closing Balance Sheet. The Company has not executed or filed with any taxing authority any agreement Trienting the period for the assessment or collection of any

-17-

TRADEMARK REEL: 002213 FRAME: 0597



THIS SCHEDULE is attached to and made a part of that certain Assets Purchase Agreement dated March . 1998 by and between Landmaster Products, Inc., Wayne Murray and Quincy McMillan, and Easy Gardner, Inc.

Intellectual Property Information

- 1. Pater: 7. Trademarks and Copyrights. None except for a trademark for "Polyspun 300" registered by Landmaster Products, Inc. (the "Company") with the U.S. Patent and Trademark office on July 18, 1995 wider Reg. No. 1,905,636.
 - 2. Servinemarks, Brand Names and Registrations, None
 - 3. Assures Names None
 - 4. Invergions and Trade Secrets. None.
 - 5. Licer is and Other Agreements.

The Company has a right of first refusal agreement with Freudembers Spinweb Company.

LANDMASTER PROLUCIS, INC.

By Uhreld I Juney

Quincy McMillan

TOTAL P.05

TRADEMARK REEL: 002213 FRAME: 0598

RECORDED: 12/27/2000

2