

04-06-2001

FORM PTO-1594

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101657478

U.S. DEPARTMENT OF COMMERCE

1-31-92

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or certified copy thereof.

1. Name of conveying Party:

Verdant Brands, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation Minnesota
☐ Other _____

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and Address of receiving Party:

Name: Safer, Inc.

Internal Address:

Address: c/o Corporation Service Company
1013 Centre Rd., Wilmington, DE 19805

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation Delaware
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:

☐ Yes ☐ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?

☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 02/26/01 & 03/16/01

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,243,034 and 1,764,000

Additional sheet attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning this matter should be mailed:

Jacobson, Price, Holman & Stern, PLLC.

400 7th Street, N.W.
Washington, DC 20004
Tel. 202-638-6666

Attorney Docket No. 12614/T32410&1US0

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 65.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit Account No.: 06-1358

(Attach duplicate copy of this page if paying by deposit account):

DO NOT USE THIS SPACE

9. 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.

Marvin R. Stern

Name of Person Signing

Signature

2 April 2001

Date

Total number of pages including cover sheet, attachments, and document: 7

JPH&S 341-8/92

04/06/2001 LMUELLER 00000065 1243034

01 FC:481
02 FC:48240.00 DP
25.00 DPTRADEMARK
REEL: 002265 FRAME: 0904

ASSIGNMENT OF TRADEMARKS

WHEREAS, Verdant Brands, Inc., a corporation organized and existing under the laws of the State of Minnesota, 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 identified on Schedule A attached hereto (the "Marks"), 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, 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"), has entered into an Asset Purchase and Sale Agreement, dated November 17, 2000, with Assignor, among others (the "Agreement"), pursuant to which Assignee acquired all rights of Assignor to the Marks and the registrations thereof;

WHEREAS, Assignor hereby acknowledges that pursuant to the Agreement, Assignee is the successor to the portion of the business of Assignor to which the Marks pertain.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements contained in 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.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on the 26th day of February, 2001.

VERDANT BRANDS, 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 26th day of February, 2001.~~

~~SAFER, INC.~~

~~By: Bruce R. Malloy
Name: BRUCE R. MALLOY
Title: PRESIDENT~~

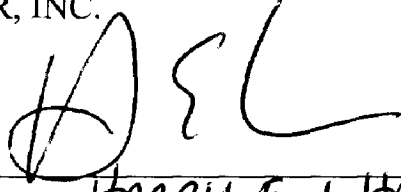
IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on the ____ day of _____, 2001.

VERDANT BRANDS, INC.

By: _____
Name:
Title:

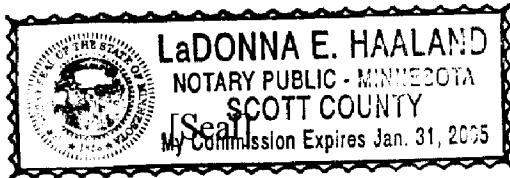
The foregoing assignment of the Marks and the registrations thereof by the Assignor to the Assignee is hereby accepted as of the 16 day of March, 2001.

SAFER, INC.

By: 
Name: HARRY E. WHALEY
Title: PRESIDENT

COMMONWEALTH OR STATE OF MN)
COUNTY OF Scott) ss.

On this the 26 day of February 2001, before me appeared Bruce Mallory, the person who signed this instrument, who acknowledged that s/he is the President of Verdant Brands, Inc. and that being duly authorized he signed such instrument as a free act on behalf of said corporation.

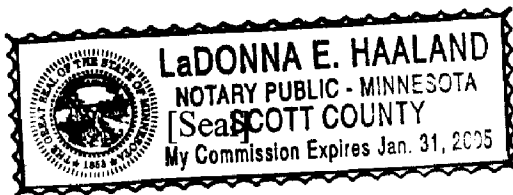


LaDonna E. Haaland
Notary Public

My commission expires: 1-31-05

COMMONWEALTH OR STATE OF MN)
COUNTY OF Scott) ss.

On this the 26 day of February, 2001, before me appeared Bruce Mallory, the person who signed this instrument, who acknowledged that s/he is the President of Safer, Inc. and that being duly authorized he signed such instrument as a free act on behalf of said corporation.



LaDonna E. Haaland
Notary Public

My commission expires: 1-31-05

COMMONWEALTH OR STATE OF Pennsylvania) ss.

COUNTY OF Lancaster)

On this the 16 day of March, 2001, before me appeared Harry E. Whaley the person who signed this instrument, who acknowledged that s/he is the President of Verdant Brands, Inc. and that being duly authorized he signed such instrument as a free act on behalf of said corporation.

[Seal]

Notary Public

My commission expires:

COMMONWEALTH OR STATE OF Pennsylvania) ss.

COUNTY OF Lancaster)

On this the 16 day of March, 2001, before me appeared Harry E. Whaley, the person who signed this instrument, who acknowledged that s/he is the President of Safer, Inc. and that being duly authorized he signed such instrument as a free act on behalf of said corporation.

[Seal]

Darlene L. Bucher
Notary Public

My commission expires:

