

10-09-2001

Form PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

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SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

10-1-01

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): WWJ, LLC
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
[X] Other North Carolina Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes X No

2. Name and address of receiving party(ies)
Name: TERRA-MULCH PRODUCTS, LLC
Internal Address:
Street Address: 750 Lake Cook Road, Suite 440
City: Buffalo Grove State: IL ZIP: 60089
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
[X] Other Delaware Limited Liability Company

3. Nature of conveyance:
[X] Assignment Merger
Security Agreement Change of Name
Other
Execution Date: March 30, 2000

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional numbers attached? Yes X No

B. Trademark Registration No.(s)
972,706 1,772,464 2,240,174
1,709,067 1,772,435 2,319,737
1,743,935 1,772,468

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Anessa Owen Kramer, Esq.
Internal Address: Brooks & Kushman P.C.
Street Address: 1000 Town Center
22nd Floor
City: Southfield State: MI Zip: 48075

6. Total number of applications and registrations involved: 8
7. Total fee (37 CFR 3.41) \$ 215.00
[X] Enclosed
Authorized to be charged to Deposit Account
8. Deposit Account number:
(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.
Anessa Owen Kramer Signature September 28, 2001 Date

Total number of pages including cover sheet, attachments, and document: 5

10/05/2001 DBYRNE 00000139 972706

01 FC:481
02 FC:482

Documents to be recorded with required cover sheet information to:
The United States Patent and Trademark Office, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002379 FRAME: 0209

ASSIGNMENT OF TRADEMARKS**AND****THE UNITED STATES REGISTRATIONS
(AND PENDING APPLICATIONS FOR REGISTRATION) THEREOF**

WHEREAS, WWJ, LLC, a North Carolina limited liability company, having a place of business at 1002 Bucks Industrial Park, Statesville, North Carolina, 28625 ("Assignor"), acquired, created and used, and thereby owns, all rights, title and interests in and to the trademarks and United States registrations thereof, identified in Exhibit A attached hereto and by this reference incorporated herein (the "Marks" and "Registrations," respectively), along with the goodwill of businesses appurtenant to said Marks; and

WHEREAS, pursuant to that certain agreement entitled, "Asset Purchase Agreement" (the "Asset Purchase Agreement") entered into by and between Assignor, its Members, and Profile Products, LLC, a Delaware limited liability company, having a principal place of business at 750 Lake Cook Road, Suite 440, Buffalo Grove, Illinois, 60089 ("Profile") on March 21, 2000, Assignor has agreed to assign to Profile its entire right, title and interest in and to the Marks and Registrations, and the goodwill appurtenant thereto; and

WHEREAS, under the Asset Purchase Agreement, Profile has the right to assign its rights thereunder to a wholly owned subsidiary of Profile; and

WHEREAS, Terra-Mulch Products, LLC, a Delaware limited liability company having its principal place of business at 750 Lake Cook Road, Suite 440, Buffalo Grove, Illinois 60089 ("Assignee") is a wholly owned subsidiary of Profile to which Profile has assigned its rights under Asset Purchase Agreement; and

WHEREAS, in order to effectuate Assignor's assignment of its entire right, title and interest in and to the Marks and Registrations, and the goodwill appurtenant thereto, to Assignee, required by said Asset Purchase Agreement, Assignor is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer to Assignee, its successors, assigns and legal representatives, its full and entire right, title and interest in and to the Marks and Registrations identified in said Exhibit A, and the attendant goodwill embodied by the Marks, the same to vest in Assignee, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of the Marks, or any of them, which actions and claims arose prior to the date of execution hereof.

Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish Assignee as owner

of record of the Marks and Registrations in the United States.

Assignor further agrees, at the request of Assignee and without charge or cost to Assignee, to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office so that Assignee's ownership of the Marks and Registrations is duly made of record in the United States.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the 30th day of March, 2000.

WWJ, LLC

By: LeAnn Wolfe
Its: Manager

North Carolina, Mecklenburg County.

I Kathryn R. Bonaparte do hereby certify that William W. Jacobsen personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 30th day of March, 2000.

Kathryn R Bonaparte
Notary's Signature

EXHIBIT A

Registered United States Trademarks and Pending Applications		
Mark	Reg. Date	Reg. No.
CON-TACK	8/18/92	1,709,067
ENVIROBLEND & Design	4/20/99	2,240,174
FUTERRA	12/29/92	1,743,935
FUTERRA and Design	5/18/93	1,772,465
HYDRO MULCH	11/13/73	972,706
ROLL LAWN	5/18/93	1,772,468
ROLL-LAWN and Design	5/18/93	1,772,464
SEED PROTECTOR	2/15/00	2,319,737

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