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

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

1. Name of conveying party(ies): Planet, Inc.

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State Nevada  
 Other

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
 Name: Seventh Generation, Inc.  
 Internal Address:  
 Address:  
 Street Address: 212 Battery Street, Suite A  
 City: Burlington State: VT Zip: 05411

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Vermont  
 Other

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: 01/29/02

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)  
 B. Trademark Registration No.(s) 2,372,988

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Ms. Sharon J. Merritt, Esq.  
 Internal Address: Meritt & Meritt  
 Street Address: PO Box 5839  
 City: Burlington State: VT Zip: 05402

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 n/a

DO NOT USE THIS SPACE

9. Signature.  
 Allen Steidman  
 Name of Person Signing

*Allen Steidman*  
 Signature

Jan 29 2002  
 Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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## TRADEMARK ASSIGNMENT

Planet, Inc., a Nevada corporation with its principal place of business located at 2676 Wilfert Road, Suite 201, Victoria, British Columbia, Canada (hereinafter "PLANET"), and its successors and assigns, in consideration of the sum of Seventeen Thousand Dollars (\$17,000.00), paid by SEVENTH GENERATION, INC., a Vermont corporation with its principal place of business at 212 Battery Street, Suite A, Burlington, Vermont, (hereinafter "SEVENTH GENERATION"), hereby assigns, transfers and quitclaims to SEVENTH GENERATION, and its successors and assigns, any and all right, title and interest it may have worldwide to the mark "YOU CAN MAKE A DIFFERENCE", including any similar combination of words, (hereinafter "MARK"), together with the goodwill symbolized by the MARK.

In connection with the absolute assignment of said MARK and in return for the above-stated consideration, PLANET and SEVENTH GENERATION further agree and affirm as follows:

1. PLANET represents and warrants that its prior historical use of the MARK is as follows:
  - A. PLANET first used the MARK in a television commercial in interstate commerce on October 18, 1991. Since at least as early as that date, PLANET has used the MARK continuously on and in connection with packaging, labeling and otherwise identifying its environmentally friendly household cleaning products; namely, dishwashing detergents, laundry detergents and general purpose cleaners.



B. On October 4, 1999, PLANET filed an application to register the MARK with the U.S. Patent and Trademark Office. On August 1, 2000, the U.S. Patent and Trademark Office registered the MARK (No. 2372988) in the name of PLANET in connection with certain goods and services described as household cleaning products; namely, dishwashing detergents, laundry detergents and general purpose cleaners.

2. SEVENTH GENERATION shall pay PLANET, by certified check or bank draft, the above stated consideration upon PLANET's execution and delivery of this Trademark Assignment and a completed trademark recordation form cover sheet, as is necessary to register the assignment with the U.S. Trademark and Patent Office.

3. PLANET is not aware of any other use, or user, in interstate commerce in the United States of the MARK or any MARK that may be considered confusingly similar thereto, other than those uses heretofore brought to PLANET'S attention by SEVENTH GENERATION.

4. PLANET is not aware of any other claims that have been made against or by it arising from or relating to use of the MARK in commerce.

5. PLANET hereby relinquishes and quitclaims to SEVENTH GENERATION any and all right it has, or may have, to contest the validity of SEVENTH GENERATION's exclusive ownership and use of the MARK, or to contest the validity of any current or future registration of the MARK worldwide by SEVENTH GENERATION.

6. PLANET shall, to the extent reasonably necessary, participate at SEVENTH GENERATION's expense, but without further compensation, in confirming SEVENTH GENERATION's exclusive rights to the MARK in connection with the filing of any state, federal or international trademark application forms or other registration documentation. PLANET will participate, at the expense of SEVENTH GENERATION and to the extent reasonably necessary, but without further compensation, in any action to enforce, defend or establish SEVENTH GENERATION's exclusive rights in the MARK, which SEVENTH GENERATION may, in its sole discretion, institute or defend.

7. PLANET will execute any and all documents, at SEVENTH GENERATION's expense, which may be reasonably required or necessary, to effectuate this assignment; including a direction to the Commissioner of Patents and Trademarks to reflect this assignment of the MARK in the records of the United States Patent and Trademark Office.

8. SEVENTH GENERATION hereby grants to PLANET a non-exclusive, perpetual license to continue its current use of the MARK in connection with the packaging and promotion of the following environmentally friendly household cleaning products: Ultra Powdered Laundry Detergent, Ultra Liquid Laundry Detergent, Delicate Laundry Wash, Extra Strength Dishwashing Liquid and All Purpose Spray Cleaner; provided that the sale, marketing and promotion of said products by PLANET is, in all respects, in compliance with the laws of the United States.

9. Further, SEVENTH GENERATION hereby grants PLANET a non-exclusive, perpetual license to use the MARK in connection with additional environmentally friendly household consumer products PLANET may develop, provided



that (1) those products on which PLANET uses the MARK do not exceed two (2) new products per year; (2) at or prior to the time of distribution for public purchase, PLANET provides SEVENTH GENERATION with a sample of such product(s) as it shall be sold and all promotional materials associated with its marketing, as described in paragraph 11 below, to enable SEVENTH GENERATION to verify PLANET's compliance with the terms hereof; and (3) all sales, marketing and promotion of said products is in all respects in compliance with United States law.

10. PLANET may also use the MARK in its general marketing and promotional materials, including, without limitation, promotional posters and the like, provided that prior to using the MARK, PLANET shall provide SEVENTH GENERATION with samples of the materials on which PLANET intends to use the MARK, as described in paragraph 11 below, so that SEVENTH GENERATION may approve the proposed use.

11. Prior to releasing any new labeling, packaging, advertising, promotional, or other materials on which the marks are displayed, PLANET shall submit such materials to SEVENTH GENERATION for approval. Such materials shall be submitted to SEVENTH GENERATION sufficiently far in advance to allow SEVENTH GENERATION to review the form and manner in which the mark is displayed. SEVENTH GENERATION shall not unreasonably withhold its approval, and any materials that are not disapproved of within thirty (30) days after submission to SEVENTH GENERATION by PLANET shall be deemed approved.

12. PLANET may only assign its right to use the MARK in connection with the transfer of PLANET's business as a going concern to another entity, or as part of the sale of the entire PLANET product line.

13. The parties have considered and evaluated their respective uses of the MARK and, in view of the obligations and commitments set forth in this Trademark Assignment, do not believe that there is a likelihood of confusion between their respective uses of the MARK. In the event either party becomes aware of consumer confusion arising out of their respective permitted uses of the MARK, the parties agree to take any reasonably necessary steps to eliminate the consumer confusion, and to prevent similar confusion from recurring. If any court, or other administrative tribunal having jurisdiction over the matter, determines that the parties' concurrent use of the MARK will or does create consumer confusion, PLANET shall discontinue its use of the MARK to the extent reasonably necessary to eliminate the consumer confusion.

14. This Assignment and the parties' obligations contained herein shall be interpreted according to the laws of the State of Vermont, United States of America.

15. The parties hereby stipulate and consent to the jurisdictions of either the States of Vermont or Nevada for the purpose of resolving any claims or matters arising from this Assignment and the obligations contained herein.

AS

DATED at Victoria, British Columbia this 29<sup>th</sup> day of January, 2002.

PLANET, INC.

BY: Allen Stedman  
Allen Stedman, President and  
Duly Authorized Agent

PROVINCE OF BRITISH COLUMBIA  
CANADA

In Victoria, British Columbia, this 29<sup>th</sup> day of January, 2002, personally appeared Allen Stedman, President and Duly Authorized Agent of Planet, Inc., and he acknowledged paragraphs 1, 3 and 4 of the above-instrument to be true and accurate to the best of his information, knowledge and belief and further acknowledges this Assignment to be the free act and deed of Planet, Inc.

Before me: Leigh Gagnon LEIGH P. GAGNON  
Notary Public in and for  
Province of British Columbia  
My Commission Expires: Dec 31, 2002