



06-03-2002

FORM PTO-1594

1-31-92



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102108666

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

<p>1. Name of conveying Party: <u>5-28-02</u> General Electric Capital Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <u>New York</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving Party:</p> <p>Name: Verdant Brands, Inc.</p> <p>Internal Address:</p> <p>Address: 9555 James Avenue South, Suite 200 Bloomington, Minnesota 55431</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation Minnesota <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: April 30, 2002</p>	

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

A. Trademark Application No.(s)	B. Trademark Registration No.(s) <u>767,800</u>
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Additional sheet attached? Yes No

<p>5. Name and address of party to whom correspondence concerning this matter should be mailed:</p> <p>Jacobson Holman PLLC 400 7th Street, N.W. Washington, DC 20004 Tel. 202-638-6666</p> <p>Attorney Docket No. <u>12614/T32307US1</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41)..... \$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account No.: 06-1358 (Attach duplicate copy of this page if paying by deposit account):</p>
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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 [Signature] May 28, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **2**

JPH&S 341-R/92

05/31/2002 AMMED1 0000118 767800

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40.00 OP

TRADEMARK
REEL: 002516 FRAME: 0777

ASSIGNMENT OF TRADEMARK

ASSIGNMENT OF TRADEMARK, dated as of April ~~30~~ 2002, by General Electric Capital Corporation (the "Lender"), pursuant to a Credit Agreement dated as of May 2, 1997 (as amended and in effect from time to time, the "Credit Agreement"), by and among Verdant Brands, Inc., certain of its subsidiaries (collectively, the "Borrowers") and the Lender.

WHEREAS, the Borrowers and the Lender entered into a Trademark Security Agreement dated as of May 2, 1997 and filed with the United States Patent and Trademark Office on August 18, 1997 at Reel 1628, Frame 0557, and re-recorded to correct the recordation date of August 18, 1997 to June 9, 1997 at Reel 1645, Frame 0180 (as amended from time to time, the "Security Agreement") for the purpose of securing certain obligations of the Borrowers to the Lender;

WHEREAS, pursuant to the Security Agreement, the Borrowers assigned to the Lender, as security for the Borrowers' obligations under the Credit Agreement, all of the Trademarks (as defined in the Security Agreement), including without limitation the Trademark identified on Schedule A attached hereto; and

WHEREAS, the Lender has agreed to assign all of its right, title and interest in the Trademark identified on Schedule A attached hereto as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

The Lender hereby assigns all of its right, title and interest in the Trademark identified on Schedule A attached hereto, and the Lender, hereby assigns and transfers to Safer, Inc. (f/k/a New Safer, Inc.), a Delaware corporation, without recourse, all of the Lender's right, title and interest in and to such Trademark listed on Schedule A attached hereto and the goodwill thereof, effective as of the date set forth above.

GENERAL ELECTRIC CAPITAL
CORPORATION

By: Michael J. McKay
Name: Michael J. McKay
Title: Duly Authorized Signatory

Accepted:

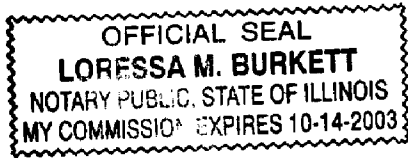
SAFER, INC.

By: ASL
Name: Harry E. Whaley
Title: President

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Illinois)
)
COUNTY OF Cook)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30th day of April 2002, personally appeared Michael McKay to me known personally, and who, being by me duly sworn, deposes and says that s/he is a Duly Authorized Signatory of General Electric Capital Corporation, and said officer acknowledged said instrument to be the free act and deed of said bank.



Loressa M. Burkett
Notary Public
My Commission Expires:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)

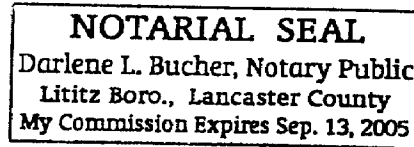
COUNTY OF Lancaster)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30 day of April, 2002, personally appeared Harry E. Whaley to me known personally, and who, being by me duly sworn, deposes and says that he is the President of Safer, Inc., and said officer acknowledged said instrument to be the free act and deed of said corporation.

Darlene L. Bucher

Notary Public

My Commission Expires:



BUSDOCS:1089246

BUSDOCS:1089246

RECORDED: 05/28/2002

TRADEMARK
REEL: 002516 FRAME: 0780