

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

1. Name of conveying Party:

Ringer Corporation

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

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

☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: **April 30, 2002**

2. Name and Address of receiving Party:

Name: **Safer, Inc.**

Internal Address:

Address: **2711 Centerville Road, Suite 400
Wilmington, Delaware 19808**

- ☐ 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

767,800Additional sheet attached? ☐ Yes ☒ No

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

Jacobson Holman PLLC

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

Attorney Docket No. **12614/T32307US1**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 No.: **06-1358**

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

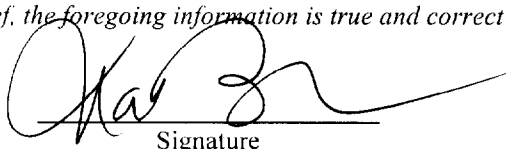
DO NOT USE THIS SPACE

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

May 28, 2002

Date

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

ASSIGNMENT OF TRADEMARK

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 trademark (the "Mark") identified on Schedule A attached hereto, and is the owner of the registration of such Mark in the United States Patent and Trademark Office identified on such Schedule A;

WHEREAS, Safer, Inc., (f/k/a New 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, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 (the "Assignee"), is desirous of acquiring the Mark and the registration thereof; and

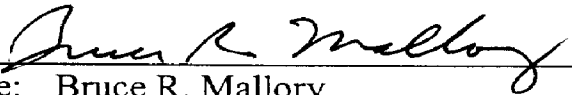
WHEREAS, Assignor hereby acknowledges that pursuant to the Agreement (as defined below) Assignee is the successor to the portion of the business of Assignor to which the trademark pertains.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements contained in that certain Asset Purchase and Sale Agreement dated November 17, 2000 (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 Mark, together with the good will of the business symbolized by the Mark, and the continuing and ongoing development activities associated with the services identified by the Mark including any lines of business previously conducted in relation to the Mark by the Assignor, together with (i) the registration of the Mark, (ii) the goodwill of the business symbolized by and associated with the Mark and the registration 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 Mark or the registration thereof or such associated goodwill.

[remainder of page intentionally left blank]

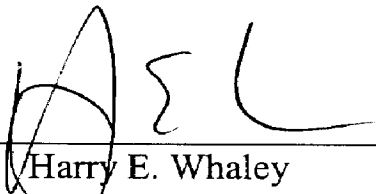
IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on the 30th day of April 2002.

VERDANT BRANDS, INC.

By: 
Name: Bruce R. Mallory
Title: President

The foregoing assignment of the Mark and the registration thereof by the Assignor to the Assignee is hereby accepted as of the ____ day of April 2002.

SAFER, INC.

By: 
Name: Harry E. Whaley
Title: President

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

On this the 30th day of April 2002, before me appeared Bruce R. Mallory, the person who signed this instrument, who acknowledged that 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.



L. Donna E. Haland
Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Lancaster) ss.

On this the 30 day of April 2002, before me appeared Harry E. Whaley, the person who signed this instrument, who acknowledged that 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:

