

06-21-2002

FORM PTO-1594 (Substitute)

RECC



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

To the Director of the U.S. Patent and Trademark

102130908

documents or copy thereof.

1. Name of conveying party(ies): 6-13-02  
 GREEN GARDEN, INC.

Individual  Association  
 General Partnership  Limited Partnership  
 Corporation-Pennsylvania  
 Other: \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
 Name: GREEN GARDEN PRODUCTS COMPANY  
 Address: 1108 Green Garden Lane

City: Bedford State: PA Zip: 15522-8414

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Pennsylvania  
 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: April 29, 2002

4. Application number(s) or patent number(s)

A. Trademark Application No(s).  
**none**

B. Trademark Registration No(s).  
**see attached**

Additional numbers attached?  Yes  No

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

Name: Jody L. Burtner, Senior Paralegal  
REED SMITH LLP

Address: P.O. Box 488

City: Pittsburgh State: PA Zip: 15230

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 2.6(b)(6)): \$ 190.00

Enclosed  
 Authorized to be charged to deposit account  
 Charge any deficiency to deposit account

8. Deposit account number:  
18-0582

(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 and copy of the original document.*

Jody L. Burtner, Senior Paralegal  
 Name of Person Signing

[Signature]  
 Signature

June 4, 2002  
 Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
 Director of the U.S. Patent and Trademark Office, Box Assignments  
 Washington, D.C. 20231

06/21/2002 AMMED1 00000035 1479665

01 FC:481

02 FC:482

40.00 OP  
150.00 OP

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June 3, 2002 2:49 PM

TRADEMARK  
REEL: 002529 FRAME: 0656

**1.A Additional Conveying Party(ies) Name(s) To Be Recorded****4.A Additional Trademark Application Serial Numbers To Be Recorded**

<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>

**4.B Additional Trademark Registration Numbers To Be Recorded**

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
GREEN GARDEN	1,479,665	March 8, 1988
MISCELLANEOUS DESIGN (TWO-TONE NOZZLE DESIGN)	1,534,348	April 11, 1989
MARINE SHEEN	1,551,020	August 8, 1989
BLUE GATE	1,566,003	November 14, 1989
MARINE KLEEN	1,566,004	November 14, 1989
MISCELLANEOUS DESIGN (TREE IN THE BOX DESIGN)	1,954,919	February 6, 1996
SLIDE'N SPRAY	2,286,087	October 12, 1989

# ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

24, ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS made April 24, 2002, by **Green Garden, Inc.**, a Pennsylvania corporation with its principal place of business at Bedford, Pennsylvania ("Assignor"), to **Green Garden Products Company**, a Pennsylvania corporation with its principal place of business at Bedford Pennsylvania ("Assignee").

## RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of April 24, 2002 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the service marks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names, including without limitation the service marks, trademarks, service mark and trademark applications and trade names listed on **Schedule 1.01(d) Proprietary Rights**, annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Service marks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Service marks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service marks and Trademarks shall be governed by

and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Service marks and Trademarks as of the date first above written.

ATTEST:

Green Garden, Inc.

*Deborah L. Rusonis*

Name:  
Title:

By: *Wayne C. Fausel*

Name:  
Title: *Vice President*

**ACKNOWLEDGMENTS**

**COMMONWEALTH OF PENNSYLVANIA** )  
 ) **ss:**  
**COUNTY OF ALLEGHENY** )

On this the 24<sup>th</sup> day of April, 2002, before me, a Notary Public, the undersigned officer, personally appeared Wayne C. Fausel known to me (or satisfactorily proven) to be the Vice President of said corporation of the Commonwealth of Pennsylvania whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



*Deborah L. Rusonis*  
Notary Public

My Commission Expires:

**Schedule 1.01(d)**

**Green Garden Patents & Trademarks**

**Patents**

1. Patent #5,320,288 "Hose End Spraying Apparatus" Date: June 14, 1994
2. Patent #5,372,310 "Hose End Spraying Apparatus" Date: December 13, 1994
3. Patent #5,178,421 "Garden Hose Mender" Date: January 12, 1993
4. Patent D445,872 S Spray Nozzle
5. Patent D433,095 Sprayer, Ornamental Design
6. Patent Pending Sealing Means With Orifices
7. Patent Pending Spray Apparatus With Insert (09/637281)

**Trademarks**

1. Green Garden Trademark #1479665
2. Tree In The Box Trademark #1954919
3. Two-Tone Nozzle Design Trademark #1534348
4. "Blue Gate" Trademark #1566003
5. "Marine Kleen" Trademark #1566004
6. "Marine Sheen" Trademark #1551020
7. "Slide'N Spray" Trademark #2286087

**Other Trademarks Used But Not Registered**

Clamp-Tite™

Clog-Free™

Liquid Spreader™

Marine Hose Gear™