

11-22-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.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):

Sunbelt Nursery Group, Inc.

11-13-02

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

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

2. Name and address of receiving party(ies)

Name: Martin Resources, Inc.

Internal

Address:

Street Address: 4200 Stone Road

City: Kilgore State: TX Zip: 75663

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Texas 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: September 30, 1998 (effective date)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1972128; 1233166

Additional number(s) attached Yes No

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

Name: Lee Ann Wheelis

Thompson & Knight, LLP

Internal Address:

Street Address: 1700 Pacific Avenue

Suite 3300

Dallas Texas 75201 City: State: Zip:

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

20-0821

(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.

Lee Ann Wheelis

Name of Person Signing

Signature

November 5, 2002 Date

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11/21/2002 LHMILLER 00000264 200821 1972128 Total number of pages including cover sheet, attachments, and document:

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

01 FC:8521 40.00 CH 02 FC:8522 25.00 CH

052115.009705 Dallas 1504890.1

TRADEMARK REEL: 002620 FRAME: 0759

**EXHIBIT "A" -- GENERAL INTELLECTUAL PROPERTY TRANSFER
AND TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "Assignment") is made and entered into as of _____, pursuant to that certain Perma-Gro Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of August 27, 1998, by and between Sunbelt Nursery Group, Inc., Debtor and Debtor in Possession under Case No. LA 98-15089-RA ("Sunbelt") in the United States Bankruptcy Court for the Central District of California, and Martin Resources, Inc., a Texas Corporation (the "Assignee").

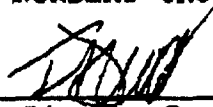
Except for terms specifically defined herein, the terms and provisions utilized in this Assignment shall have the same meanings as such terms have when used in the Asset Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sunbelt hereby assigns to Assignee all of Sunbelt's rights of any kind or nature in and to Perma-Gro, if any. Sunbelt is executing this Assignment with respect to Perma-Gro, including any and all rights of Sunbelt in and to the names "Perma-Gro" (Registration Number 1,972,128 in the United States Trademark Office (the "Trademark Office")), "Perma-Gro" (Registration Number 1,864,455 in the Trademark Office) and "Perma-Gro" (Registration Number 1,233,166 in the Trademark Office) and any derivative of any of the foregoing used on products, including, but not limited to, those stamps illustrated on Exhibit 1 hereto; and Assignee accepts such rights relating to Perma-Gro, expressly subject to the provisions, agreements, disclaimers, acknowledgments, and limitations set forth in the Asset Purchase Agreement, including, without limitation, the acknowledgments that prior purchasers of Perma-Gro products have and shall maintain the right to sell such Perma-Gro products to the extent that such purchasers purchased Perma-Gro products from the Debtors, the acknowledgments that

Teas Nursery Company, Inc. shall have and maintain the exclusive license to Perma-Gro in the territory of Harris County, Texas and contiguous counties, and those set forth in Paragraphs 1 and 8 of the Asset Purchase Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first above written.

SUNBELT NURSERY GROUP, INC.

By: 
Name: Timothy Duocs
Title: President and CEO

Date:

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