

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	----------------------------------------------

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ampro Industries, Inc.		10/29/2003	CORPORATION:

RECEIVING PARTY DATA	
Name:	Easy Gardener Products, Ltd.
Street Address:	3022 Franklin Avenue
City:	Waco
State/Country:	TEXAS
Postal Code:	76710
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	2120568	POPPY PATCH
Registration Number:	2155512	MORNING GLORY PATCH
Registration Number:	2250586	MOTHER EARTH PREMIUM FLOWER COLLECTION
Registration Number:	2063862	KIDS PATCH
Registration Number:	2093620	KIDS FLOWER PATCH
Registration Number:	2153029	KITTY SOFT

CORRESPONDENCE DATA	
Fax Number:	(254)754-6331
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(254) 755-4100
Email:	henry@namanhowell.com
Correspondent Name:	David G. Henry; Naman Howell Smith & Lee
Address Line 1:	900 Washington Avenue, Suite 700
Address Line 4:	Waco, TEXAS 76701

NAME OF SUBMITTER:	David G. Henry
--------------------	----------------

CH \$165.00 2120568

**Total Attachments: 12**

source=2120568-A#page1.tif  
source=2120568-B#page1.tif  
source=2155512-A#page1.tif  
source=2155512-B#page1.tif  
source=2250586-A#page1.tif  
source=2250586-B#page1.tif  
source=2063862-A#page1.tif  
source=2063862-B#page1.tif  
source=2093620-A#page1.tif  
source=2093620-B#page1.tif  
source=2153029-A#page1.tif  
source=2153029-B#page1.tif

1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

3  
4 TRADEMARK: ZINNIA PATCH

5  
6 REGIS. NO.: 2,292,883  
7  
8

9  
10 **ASSIGNMENT OF REGISTERED TRADEMARK**

11 WHEREAS, **Ampro Industries, Inc.** ("Assignor"), is the  
12 owner of the above-referenced mark and United States Patent  
13 and Trademark Registration;

14 NOW, THEREFORE, in consideration of the sum of one dollar  
15 and other good and valuable consideration, receipt and  
16 sufficiency of which is hereby acknowledged, Assignor hereby  
17 assigns to **Easy Gardener Products, Ltd.**, a Texas limited  
18 partnership with principle offices in Waco, Texas ("Assignee")  
19 all right, title and interest in and to the said trademark, to  
20 any and all trademark registration(s) therefor, or  
21 application(s) for registration thereof (domestic or foreign),  
22 the goodwill of the business symbolized by said trademark and  
23 the registration(s) thereof, and all causes of action, known  
24 or unknown, pertaining thereto.

25 Assignor agrees to cooperate with Assignee or its  
26 successors or assigns to effect the intent reflected by this  
27 document, without limitation, by signing all lawful papers,  
28 making all rightful oaths, and generally doing everything  
29 reasonably necessary to aid said Assignee, its successors,

1 assigns and nominees, to take and perpetuate full ownership  
2 and control of the assigned mark, application(s), and  
3 registration(s). Any actions taken, including recording of  
4 this assignment, shall be at Assignee's sole expense.

5 This document is intended to supplement, not to supplant  
6 any provision of any other contemporaneous agreement between  
7 the parties pertaining, in whole or in part, to the trademark  
8 assignment reflected hereby. This document shall be construed  
9 according to its fair meaning, and not for or against either  
10 party, regardless of authorship.

11  
12 SIGNED this 29 day of October, 2003.

13 AMPRO INDUSTRIES, INC.

14  
15  
16  
17  
18 By: 

19 Robert Kassel, CEO  
20

1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

3  
4 TRADEMARK: MORNING GLORY PATCH

5  
6 REGIS. NO.: 2,155,512

7  
8  
9 **ASSIGNMENT OF REGISTERED TRADEMARK**

10  
11 WHEREAS, **Ampro Industries, Inc.** ("Assignor"), is the  
12 owner of the above-referenced mark and United States Patent  
13 and Trademark Registration;

14 NOW, THEREFORE, in consideration of the sum of one dollar  
15 and other good and valuable consideration, receipt and  
16 sufficiency of which is hereby acknowledged, Assignor hereby  
17 assigns to **Easy Gardener Products, Ltd.**, a Texas limited  
18 partnership with principle offices in Waco, Texas ("Assignee")  
19 all right, title and interest in and to the said trademark, to  
20 any and all trademark registration(s) therefor, or  
21 application(s) for registration thereof (domestic or foreign),  
22 the goodwill of the business symbolized by said trademark and  
23 the registration(s) thereof, and all causes of action, known  
24 or unknown, pertaining thereto.

25 Assignor agrees to cooperate with Assignee or its  
26 successors or assigns to effect the intent reflected by this  
27 document, without limitation, by signing all lawful papers,  
28 making all rightful oaths, and generally doing everything  
29 reasonably necessary to aid said Assignee, its successors,

**TRADEMARK**

**REEL: 002781 FRAME: 0904**

1 assigns and nominees, to take and perpetuate full ownership  
2 and control of the assigned mark, application(s), and  
3 registration(s). Any actions taken, including recording of  
4 this assignment, shall be at Assignee's sole expense.

5 This document is intended to supplement, not to supplant  
6 any provision of any other contemporaneous agreement between  
7 the parties pertaining, in whole or in part, to the trademark  
8 assignment reflected hereby. This document shall be construed  
9 according to its fair meaning, and not for or against either  
10 party, regardless of authorship.

11  
12 SIGNED this 29 day of October, 2003.

13 AMPRO INDUSTRIES, INC.

14  
15  
16  
17 By: 

18 Robert Kassel, CEO  
19  
20

1  
2  
3 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

4  
5 TRADEMARK: MOTHER EARTH PREMIUM FLOWER  
6 COLLECTION

7  
8 REGIS. NO.: 2,250,586  
9

10  
11 **ASSIGNMENT OF REGISTERED TRADEMARK**

12 WHEREAS, **Ampro Industries, Inc.** ("Assignor"), is the  
13 owner of the above-referenced mark and United States Patent  
14 and Trademark Registration;

15 NOW, THEREFORE, in consideration of the sum of one dollar  
16 and other good and valuable consideration, receipt and  
17 sufficiency of which is hereby acknowledged, Assignor hereby  
18 assigns to **Easy Gardener Products, Ltd.**, a Texas limited  
19 partnership with principle offices in Waco, Texas ("Assignee")  
20 all right, title and interest in and to the said trademark, to  
21 any and all trademark registration(s) therefor, or  
22 application(s) for registration thereof (domestic or foreign),  
23 the goodwill of the business symbolized by said trademark and  
24 the registration(s) thereof, and all causes of action, known  
25 or unknown, pertaining thereto.

26 Assignor agrees to cooperate with Assignee or its  
27 successors or assigns to effect the intent reflected by this  
28 document, without limitation, by signing all lawful papers,  
29 making all rightful oaths, and generally doing everything  
30 reasonably necessary to aid said Assignee, its successors,

1 assigns and nominees, to take and perpetuate full ownership  
2 and control of the assigned mark, application(s), and  
3 registration(s). Any actions taken, including recording of  
4 this assignment, shall be at Assignee's sole expense.

5 This document is intended to supplement, not to supplant  
6 any provision of any other contemporaneous agreement between  
7 the parties pertaining, in whole or in part, to the trademark  
8 assignment reflected hereby. This document shall be construed  
9 according to its fair meaning, and not for or against either  
10 party, regardless of authorship.

11  
12 SIGNED this 29 day of October, 2003.

13 AMPRO INDUSTRIES, INC.

14  
15  
16  
17 By:   
18 Robert Kassel, CEO  
19  
20



1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

3  
4 TRADEMARK: KIDS PATCH

5  
6 REGIS. NO.: 2,063,862

7  
8  
9 **ASSIGNMENT OF REGISTERED TRADEMARK**

10  
11 WHEREAS, **Ampro Industries, Inc.** ("Assignor"), is the  
12 owner of the above-referenced mark and United States Patent  
13 and Trademark Registration;

14 NOW, THEREFORE, in consideration of the sum of one dollar  
15 and other good and valuable consideration, receipt and  
16 sufficiency of which is hereby acknowledged, Assignor hereby  
17 assigns to **Easy Gardener Products, Ltd.**, a Texas limited  
18 partnership with principle offices in Waco, Texas ("Assignee")  
19 all right, title and interest in and to the said trademark, to  
20 any and all trademark registration(s) therefor, or  
21 application(s) for registration thereof (domestic or foreign),  
22 the goodwill of the business symbolized by said trademark and  
23 the registration(s) thereof, and all causes of action, known  
24 or unknown, pertaining thereto.

25 Assignor agrees to cooperate with Assignee or its  
26 successors or assigns to effect the intent reflected by this  
27 document, without limitation, by signing all lawful papers,  
28 making all rightful oaths, and generally doing everything  
29 reasonably necessary to aid said Assignee, its successors,

1 assigns and nominees, to take and perpetuate full ownership  
2 and control of the assigned mark, application(s), and  
3 registration(s). Any actions taken, including recording of  
4 this assignment, shall be at Assignee's sole expense.

5 This document is intended to supplement, not to supplant  
6 any provision of any other contemporaneous agreement between  
7 the parties pertaining, in whole or in part, to the trademark  
8 assignment reflected hereby. This document shall be construed  
9 according to its fair meaning, and not for or against either  
10 party, regardless of authorship.

11  
12 SIGNED this 29 day of October, 2003.

13 AMPRO INDUSTRIES, INC.

14  
15  
16  
17 By:   
18 Robert Kassel, CEO  
19  
20

1  
2  
3 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

4  
5 TRADEMARK: KIDS FLOWER PATCH

6  
7 REGIS. NO.: 2,093,620

8  
9  
10 **ASSIGNMENT OF REGISTERED TRADEMARK**

11 WHEREAS, **Ampro Industries, Inc.** ("Assignor"), is the  
12 owner of the above-referenced mark and United States Patent  
13 and Trademark Registration;

14 NOW, THEREFORE, in consideration of the sum of one dollar  
15 and other good and valuable consideration, receipt and  
16 sufficiency of which is hereby acknowledged, Assignor hereby  
17 assigns to **Easy Gardener Products, Ltd.**, a Texas limited  
18 partnership with principle offices in Waco, Texas ("Assignee")  
19 all right, title and interest in and to the said trademark, to  
20 any and all trademark registration(s) therefor, or  
21 application(s) for registration thereof (domestic or foreign),  
22 the goodwill of the business symbolized by said trademark and  
23 the registration(s) thereof, and all causes of action, known  
24 or unknown, pertaining thereto.

25 Assignor agrees to cooperate with Assignee or its  
26 successors or assigns to effect the intent reflected by this  
27 document, without limitation, by signing all lawful papers,  
28 making all rightful oaths, and generally doing everything  
29 reasonably necessary to aid said Assignee, its successors,

1 assigns and nominees, to take and perpetuate full ownership  
2 and control of the assigned mark, application(s), and  
3 registration(s). Any actions taken, including recording of  
4 this assignment, shall be at Assignee's sole expense.

5 This document is intended to supplement, not to supplant  
6 any provision of any other contemporaneous agreement between  
7 the parties pertaining, in whole or in part, to the trademark  
8 assignment reflected hereby. This document shall be construed  
9 according to its fair meaning, and not for or against either  
10 party, regardless of authorship.

11  
12 SIGNED this 29 day of October, 2003.

13 AMPRO INDUSTRIES, INC.

14  
15  
16  
17 By: 

18 Robert Kassel, CEO  
19  
20

1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

3  
4 TRADEMARK: KITTY SOFT

5  
6 REGIS. NO.: 2,153,029

7  
8  
9 **ASSIGNMENT OF REGISTERED TRADEMARK**

10  
11 WHEREAS, **Ampro Industries, Inc.** ("Assignor"), is the  
12 owner of the above-referenced mark and United States Patent  
13 and Trademark Registration;

14 NOW, THEREFORE, in consideration of the sum of one dollar  
15 and other good and valuable consideration, receipt and  
16 sufficiency of which is hereby acknowledged, Assignor hereby  
17 assigns to **Easy Gardener Products, Ltd.**, a Texas limited  
18 partnership with principle offices in Waco, Texas ("Assignee")  
19 all right, title and interest in and to the said trademark, to  
20 any and all trademark registration(s) therefor, or  
21 application(s) for registration thereof (domestic or foreign),  
22 the goodwill of the business symbolized by said trademark and  
23 the registration(s) thereof, and all causes of action, known  
24 or unknown, pertaining thereto.

25 Assignor agrees to cooperate with Assignee or its  
26 successors or assigns to effect the intent reflected by this  
27 document, without limitation, by signing all lawful papers,  
28 making all rightful oaths, and generally doing everything  
29 reasonably necessary to aid said Assignee, its successors,

1 assigns and nominees, to take and perpetuate full ownership  
2 and control of the assigned mark, application(s), and  
3 registration(s). Any actions taken, including recording of  
4 this assignment, shall be at Assignee's sole expense.

5 This document is intended to supplement, not to supplant  
6 any provision of any other contemporaneous agreement between  
7 the parties pertaining, in whole or in part, to the trademark  
8 assignment reflected hereby. This document shall be construed  
9 according to its fair meaning, and not for or against either  
10 party, regardless of authorship.

11  
12 SIGNED this 29 day of October, 2003.

13 AMPRO INDUSTRIES, INC.  
14

15  
16  
17 By:   
18 Robert Kassel, CEO  
19  
20