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: 8

Property Type	Number	Word Mark
Registration Number:	2044327	LANDSCAPE SOLUTIONS
Registration Number:	1833987	EROSION PATCH
Registration Number:	2269486	DOG PATCH
Registration Number:	2120539	DAISY PATCH
Registration Number:	2145480	AMTURF
Registration Number:	1452412	AMTURF
Registration Number:	1870742	AMPET BIOFLUSH
Registration Number:	2261719	BORN TO BE WILD

CORRESPONDENCE DATA

Fax Number: (254)754-6331

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (254) 755-4100

Email: henry@namanhowell.com

Correspondent Name: David G. Henry

Address Line 1: 900 Washington Avenue, Suite 700

Address Line 4: Waco, TEXAS 76701

TRADEMARK

REEL: 002781 FRAME: 0935

NAME OF SUBMITTER:	David G. Henry
Total Attachments: 16	
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: LANDSCAPE SOLUTIONS

REGIS. NO.: 2,044,327

ASSIGNMENT OF REGISTERED TRADEMARK

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

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

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

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

SIGNED this _____ day of October, 2003.

AMPRO INDUSTRIES, INC.

Pobert Kassel CEO

29

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: EROSION PATCH

REGIS. NO.: 1,833,987

ASSIGNMENT OF REGISTERED TRADEMARK

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

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

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SIGNED this 29 day of October, 2003.

AMPRO INDUSTRIES, INC.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: DOG PATCH

REGIS. NO.: 2,269,486

ASSIGNMENT OF REGISTERED TRADEMARK

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

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

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SIGNED this day of October, 2003.

AMPRO INDUSTRIES, INC.

Bv:

Robert Kasšel, CEO

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: DAISY PATCH

REGIS. NO.: 2,120,539

ASSIGNMENT OF REGISTERED TRADEMARK

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

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

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SIGNED this _____ day of October, 2003.

AMPRO INDUSTRIES, INC.

Robert Kassel, CEO

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE TRADEMARK: AMTURF & EAGLE DESIGN

REGIS. NO.: 2,145,480

ASSIGNMENT OF REGISTERED TRADEMARK

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

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

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SIGNED this day of October, 2003.

AMPRO INDUSTRIES, INC.

Pohert Kassel CE

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: AMTURF

REGIS. NO.: 1,452,412

ASSIGNMENT OF REGISTERED TRADEMARK

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

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

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

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SIGNED this ____ day of October, 2003.

AMPRO INDUSTRIES, INC.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: AMPET BIOFLUSH

REGIS. NO.: 1,870,742

ASSIGNMENT OF REGISTERED TRADEMARK

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

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

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

TRADEMARK REEL: 002781 FRAME: 0949

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

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

SIGNED this _____ day of October, 2003.

AMPRO INDUSTRIES, INC.

By:

Robert Kassel, CEC

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: BORN TO BE WILD

REGIS. NO.: 2,261,719

ASSIGNMENT OF REGISTERED TRADEMARK

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

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

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

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

RECORDED: 01/21/2004

SIGNED this day of October, 2003.

AMPRO INDUSTRIES, INC.