

## 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
Easy Gardener, 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: 9

Property Type	Number	Word Mark
Serial Number:	78328076	
Serial Number:	78293101	
Serial Number:	78282226	EASY GARDENER ROOT FEEDER
Serial Number:	78282229	MAXI SHADE
Serial Number:	78282234	EASY GARDENER POT TOP & LINER
Serial Number:	76502834	FASTSTART
Serial Number:	76413472	GOTHIC BORDER
Serial Number:	76293346	EASY GARDENER POUND IN
Serial Number:	76427852	GARDEN COTTAGE BORDER

## 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

TRADEMARK  
REEL: 002781 FRAME: 0958

CH \$240.00 78328076

Address Line 4: Waco, TEXAS 76701

NAME OF SUBMITTER:

David G. Henry

**Total Attachments: 18**

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1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
3

4 TRADEMARK: GARDEN BRAID  
5

6 APPLICATION SERIAL NO.: 78/328076  
7

8 ASSIGNMENT OF TRADEMARK AND  
9 INTENT TO USE APPLICATION FOR REGISTRATION THEREOF  
10

11 WHEREAS, **Easy Gardener, Inc.** ("Assignor"), is the owner  
12 of the above-referenced mark and application for United States  
13 Trademark Registration; and

14 WHEREAS **Easy Gardener Products, Ltd.**, a Texas limited  
15 partnership with principle offices in Waco, Texas ("Assignee")  
16 is a successor to Assignor with respect to the business to  
17 which the trademark pertains by purchase of all assets,  
18 goodwill, and associated rights in and to such business, and  
19 is, therefore, a permissible assignee of an Intent-to-Use  
20 trademark application pursuant to 15 U.S.C. §1060(a)(1);

21 NOW, THEREFORE, in consideration of the sum of one dollar  
22 and other good and valuable consideration, the receipt and  
23 sufficiency of which is hereby acknowledged, Assignor hereby  
24 assigns to Assignee any and all right, title and interest in  
25 and to the said trademark, if any, to any and all trademark  
26 application(s) and registration(s) pertaining thereto  
27 (domestic or foreign), if any, common law trademark rights,  
28 and the goodwill of the business symbolized by said trademark,

1 and all causes of action, known or unknown, pertaining  
2 thereto.

3 Assignor agrees to cooperate with Assignee or its  
4 successors or assigns to effect the intent reflected by this  
5 document, without limitation, by signing all lawful papers,  
6 making all rightful oaths, and generally doing everything  
7 reasonably necessary to aid said Assignee, its successors,  
8 assigns and nominees, to take and perpetuate full ownership  
9 and control of the assigned mark, application(s), and  
10 registration(s). Recording of this assignment, and the like,  
11 shall be at Assignee's sole expense.

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

18 SIGNED this 24 day of October, 2003.

19 EASY GARDENER, INC.

20  
21  
22 By: 

23 Robert Kassel, CEO  
24

1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
3

4 TRADEMARK: ADOBE-VILLA GARDEN  
5 TILES  
6

7 APPLICATION SERIAL NO.: 78/293101  
8

9 ASSIGNMENT OF TRADEMARK AND  
10 INTENT TO USE APPLICATION FOR REGISTRATION THEREOF  
11

12 WHEREAS, **Easy Gardener, Inc.** ("Assignor"), is the owner  
13 of the above-referenced mark and application for United States  
14 Trademark Registration; and

15 WHEREAS **Easy Gardener Products, Ltd.**, a Texas limited  
16 partnership with principle offices in Waco, Texas ("Assignee")  
17 is a successor to Assignor with respect to the business to  
18 which the trademark pertains by purchase of all assets,  
19 goodwill, and associated rights in and to such business, and  
20 is, therefore, a permissible assignee of an Intent-to-Use  
21 trademark application pursuant to 15 U.S.C. §1060(a)(1);

22 NOW, THEREFORE, in consideration of the sum of one dollar  
23 and other good and valuable consideration, receipt and  
24 sufficiency of which is hereby acknowledged, Assignor hereby  
25 assigns to Assignee all right, title and interest in and to  
26 the said trademark, to any and all trademark application(s)  
27 and registration(s) pertaining thereto (domestic or foreign),  
28 the goodwill of the business symbolized by said trademark, and  
29 all causes of action, known or unknown, pertaining thereto.

1 Assignor agrees to cooperate with Assignee or its  
2 successors or assigns to effect the intent reflected by this  
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16 SIGNED this 29 day of October, 2003.

17 EASY GARDENER, INC.

18  
19  
20 By:   
21  
22

Robert Kassel, CEO

1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
3

4 TRADEMARK: EASY GARDENER ROOT  
5 FEEDER  
6

7 APPLICATION SERIAL NO.: 78/282226  
8

9 ASSIGNMENT OF TRADEMARK AND  
10 INTENT TO USE APPLICATION FOR REGISTRATION THEREOF  
11

12 WHEREAS, **Easy Gardener, Inc.** ("Assignor"), is the owner  
13 of the above-referenced mark and application for United States  
14 Trademark Registration; and

15 WHEREAS **Easy Gardener Products, Ltd.**, a Texas limited  
16 partnership with principle offices in Waco, Texas ("Assignee")  
17 is a successor to Assignor with respect to the business to  
18 which the trademark pertains by purchase of all assets,  
19 goodwill, and associated rights in and to such business, and  
20 is, therefore, a permissible assignee of an Intent-to-Use  
21 trademark application pursuant to 15 U.S.C. §1060(a)(1);

22 NOW, THEREFORE, in consideration of the sum of one dollar  
23 and other good and valuable consideration, receipt and  
24 sufficiency of which is hereby acknowledged, Assignor hereby  
25 assigns to Assignee all right, title and interest in and to  
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27 and registration(s) pertaining thereto (domestic or foreign),  
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7 and control of the assigned mark, application(s), and  
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16 SIGNED this 29 day of October, 2003.

17 EASY GARDENER, INC.

18  
19 By:   
20 Robert Kassel, CEO  
21  
22



1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
3

4 TRADEMARK: MAXI SHADE  
5

6 APPLICATION SERIAL NO.: 78/282229  
7

8 ASSIGNMENT OF TRADEMARK AND  
9 INTENT TO USE APPLICATION FOR REGISTRATION THEREOF  
10

11 WHEREAS, **Easy Gardener, Inc.** ("Assignor"), is the owner  
12 of the above-referenced mark and application for United States  
13 Trademark Registration; and

14 WHEREAS **Easy Gardener Products, Ltd.**, a Texas limited  
15 partnership with principle offices in Waco, Texas ("Assignee")  
16 is a successor to Assignor with respect to the business to  
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18 goodwill, and associated rights in and to such business, and  
19 is, therefore, a permissible assignee of an Intent-to-Use  
20 trademark application pursuant to 15 U.S.C. §1060(a)(1);

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16 SIGNED this 29 day of October, 2003.

17 EASY GARDENER, INC.

18 By:   
19 Robert Kassel, CEO  
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21  
22

1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
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4 TRADEMARK: EASY GARDENER POT TOP  
5 & LINER  
6

7 APPLICATION SERIAL NO.: 78/282234  
8

9 **ASSIGNMENT OF TRADEMARK AND**  
10 **INTENT TO USE APPLICATION FOR REGISTRATION THEREOF**  
11

12 WHEREAS, **Easy Gardener, Inc.** ("Assignor"), is the owner  
13 of the above-referenced mark and application for United States  
14 Trademark Registration; and

15 WHEREAS **Easy Gardener Products, Ltd.**, a Texas limited  
16 partnership with principle offices in Waco, Texas ("Assignee")  
17 is a successor to Assignor with respect to the business to  
18 which the trademark pertains by purchase of all assets,  
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21 trademark application pursuant to 15 U.S.C. §1060(a)(1);

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24 sufficiency of which is hereby acknowledged, Assignor hereby  
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16 SIGNED this 24 day of October, 2003.

17 EASY GARDENER, INC.

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19  
20 By:   
21 \_\_\_\_\_  
22

Robert Kassel, CEO

1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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4 TRADEMARK: FASTSTART

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6 APPLICATION SERIAL NO.: 76/502834  
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**ASSIGNMENT OF TRADEMARK AND  
INTENT TO USE APPLICATION FOR REGISTRATION THEREOF**

WHEREAS, **Easy Gardener, Inc.** ("Assignor"), is the owner  
of the above-referenced mark and application for United States  
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WHEREAS **Easy Gardener Products, Ltd.**, a Texas limited  
partnership with principle offices in Waco, Texas ("Assignee")  
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which the trademark pertains by purchase of all assets,  
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is, therefore, a permissible assignee of an Intent-to-Use  
trademark application pursuant to 15 U.S.C. §1060(a)(1);

NOW, THEREFORE, in consideration of the sum of one dollar  
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sufficiency of which is hereby acknowledged, Assignor hereby  
assigns to Assignee all right, title and interest in and to  
the said trademark, to any and all trademark application(s)  
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16 SIGNED this 29 day of October, 2003.

17 EASY GARDENER, INC.

18 By:   
19 Robert Kassel, CEO  
20  
21  
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1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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4 TRADEMARK: GOTHIC BORDER

5  
6 APPLICATION SERIAL NO.: 76/413472  
7

8 ASSIGNMENT OF TRADEMARK AND  
9 INTENT TO USE APPLICATION FOR REGISTRATION THEREOF  
10

11 WHEREAS, **Easy Gardener, Inc.** ("Assignor"), is the owner  
12 of the above-referenced mark and application for United States  
13 Trademark Registration; and

14 WHEREAS **Easy Gardener Products, Ltd.**, a Texas limited  
15 partnership with principle offices in Waco, Texas ("Assignee")  
16 is a successor to Assignor with respect to the business to  
17 which the trademark pertains by purchase of all assets,  
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18 SIGNED this 29 day of October, 2003.

19 EASY GARDENER, INC.

20  
21  
22 By:   
23  
24

Robert Kassel, CEO



1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
3

4 TRADEMARK: EASY GARDENER POUND  
5 IN  
6

7 APPLICATION SERIAL NO.: 76/293346  
8

9 **ASSIGNMENT OF TRADEMARK AND**  
10 **INTENT TO USE APPLICATION FOR REGISTRATION THEREOF**  
11

12 WHEREAS, **Easy Gardener, Inc.** ("Assignor"), is the owner  
13 of the above-referenced mark and application for United States  
14 Trademark Registration; and

15 WHEREAS **Easy Gardener Products, Ltd.**, a Texas limited  
16 partnership with principle offices in Waco, Texas ("Assignee")  
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16 SIGNED this 29 day of October, 2003.

17 EASY GARDENER, INC.

18 By:   
19 Robert Kassel, CEO  
20  
21  
22

1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
3

4 TRADEMARK: GARDEN COTTAGE BORDER  
5

6 APPLICATION SERIAL NO.: 76/427852  
7

8 ASSIGNMENT OF TRADEMARK AND  
9 INTENT TO USE APPLICATION FOR REGISTRATION THEREOF  
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11 WHEREAS, **Easy Gardener, Inc.** ("Assignor"), is the owner  
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19 EASY GARDENER, INC.  
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