

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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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: 13		
Property Type	Number	Word Mark
Registration Number:	1684947	ROSS
Registration Number:	1741296	ROSS
Registration Number:	1682545	ROSS
Registration Number:	2010199	TREE GARD
Registration Number:	1084414	'TOMATO BOOMERS'
Registration Number:	1921278	STOPS WEEDS FOR YEARS
Registration Number:	1986161	SCATTER CAP
Registration Number:	1675783	ROSS ROOT FEEDER
Registration Number:	2664490	WHIMSICAL ARCH
Registration Number:	1989049	XP-20
Registration Number:	2334841	WEED BLOCK
Registration Number:	1408576	WEEDBLOCK
Registration Number:	1769537	TREE STAKIT

CORRESPONDENCE DATA

CH \$340.00 1684947

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

NAME OF SUBMITTER:

David G. Henry

Total Attachments: 26

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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
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4 TRADEMARK: ROSS
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6 REGIS. NO.: 1,684,947
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9 **ASSIGNMENT OF REGISTERED TRADEMARK**

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

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.

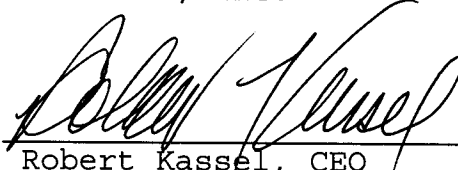
25 Assignor agrees to cooperate with Assignee or its
26 successors or assigns to effect the intent reflected by this
27 document, without limitation, by signing all lawful papers,
28 making all rightful oaths, and generally doing everything
29 reasonably necessary to aid said Assignee, its successors,

1 assigns and nominees, to take and perpetuate full ownership
2 and control of the assigned mark, application(s), and
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5 This document is intended to supplement, not to supplant
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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 EASY GARDENER, INC.

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16
17 By: 
18 Robert Kassel, CEO
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20

TRADEMARK

REEL: 002782 FRAME: 0024

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3 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

4 TRADEMARK: ROSS

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6
7 REGIS. NO.: 1,741,296

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18 By: 

19 Robert Kassel, CEO
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3 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

4 TRADEMARK: ROSS

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6 REGIS. NO.: 1,682,545
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17 By: 
18 Robert Kassel, CEO
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3 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

4 TRADEMARK: TREE GARD

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6
7 REGIS. NO.: 2,010,199

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9
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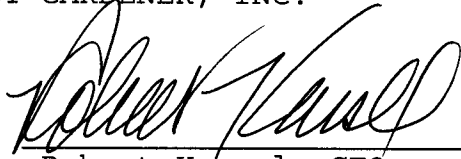
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17 By: 
18 Robert Kassel, CEO
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TRADEMARK

REEL: 002782 FRAME: 0030

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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
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4 TRADEMARK: TOMATO BOOMERS & DESIGN
5

6 REGIS. NO.: 1,084,414
7
8

9 **ASSIGNMENT OF REGISTERED TRADEMARK**

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18 By: 

19 Robert Kassel, CEO
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3 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

4 TRADEMARK: STOPS WEEDS FOR YEARS

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6 REGIS. NO.: 1,921,278

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9 **ASSIGNMENT OF REGISTERED TRADEMARK**

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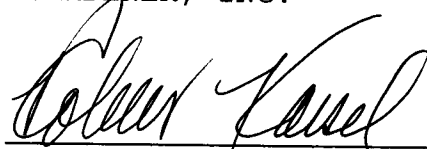
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EASY GARDENER, INC.

By: 
Robert Kassel, CEO

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3 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

4 TRADEMARK: SCATTER CAP

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7 REGIS. NO.: 1,986,161

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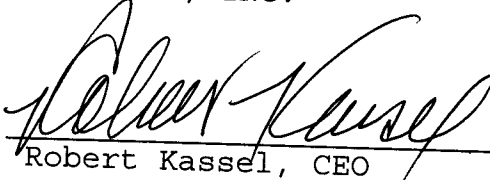
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13 EASY GARDENER, INC.

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

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4 TRADEMARK: ROSS ROOT FEEDER

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6 REGIS. NO.: 1,675,783

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8
9 **ASSIGNMENT OF REGISTERED TRADEMARK**

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18 By: 

19 Robert Kassel, CEO
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3 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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5 TRADEMARK: WHIMSICAL ARCH

6
7 REGIS. NO.: 2,664,490

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9
10 **ASSIGNMENT OF REGISTERED TRADEMARK**

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18 By: 

19 Robert Kassel, CEO
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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
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4 TRADEMARK: XP-20
5

6 REGIS. NO.: 1,989,049
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18 By: 

19 Robert Kassel, CEO
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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

3
4 TRADEMARK: WEEDBLOCK

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6 REGIS. NO.: 2,334,841

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REEL: 002782 FRAME: 0043

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17 By: 
18 Robert Kassel, CEO
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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
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4 TRADEMARK: WEEDBLOCK
5

6 REGIS. NO.: 1,408,576
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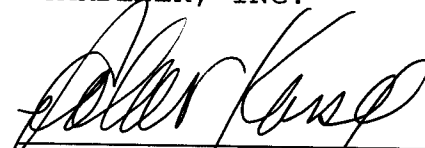
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TRADEMARK

REEL: 002782 FRAME: 0046

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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
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4 TRADEMARK: TREESTAKIT
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6 REGIS. NO.: 1,769,537
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9 **ASSIGNMENT OF REGISTERED TRADEMARK**
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11 WHEREAS, **Easy Gardener, Inc.** ("Assignor"), is the owner
12 of the above-referenced mark and United States Patent and
13 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

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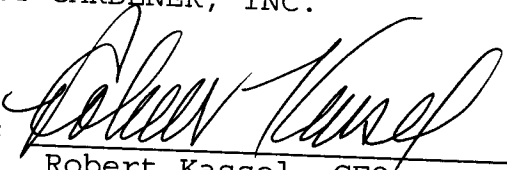
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assigns and nominees, to take and perpetuate full ownership and control of the assigned mark, application(s), and registration(s). Any actions taken, including recording of this assignment, shall be at Assignee's sole expense.

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 29 day of October, 2003.

EASY GARDENER, INC.

By: 
Robert Kassel, CEO