

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: 11		
Property Type	Number	Word Mark
Registration Number:	1705938	HERB PATCH
Registration Number:	1664643	GRO-STAKES
Registration Number:	1475961	GRO COVER
Registration Number:	1447569	GRO-BAGS
Registration Number:	1804536	BIRD BLOCK
Registration Number:	1938066	BIO BLOCK
Registration Number:	2667208	COUNTRY CLASSIC BORDER
Registration Number:	1252606	CLOUD COVER
Registration Number:	1802112	DEER BLOCK
Registration Number:	1928560	EMERALD EDGE
Registration Number:	2356107	EASY GARDENER

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

CH \$290.00 1705938

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: 22

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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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4 TRADEMARK: HERB PATCH

5
6 REGIS. NO.: 1,705,938

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9 **ASSIGNMENT OF REGISTERED TRADEMARK**

10
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,

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 29th day of October, 2003.

13 EASY GARDENER, INC.

14
15
16
17 By: 

18 Robert Kassel, CEO
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20

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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
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4 TRADEMARK: GRO-STAKES
5

6 REGIS. NO.: 1,664,643
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9 **ASSIGNMENT OF REGISTERED TRADEMARK**

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11 of the above-referenced mark and United States Patent and
12 Trademark Registration;
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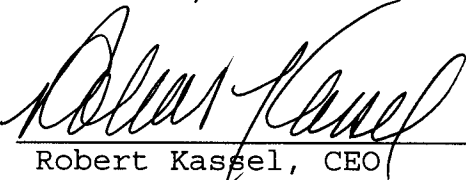
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17 By: 
18 Robert Kassel, CEO
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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
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4 TRADEMARK: GROCOVER & DESIGN
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6 REGIS. NO.: 1,475,961
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9 **ASSIGNMENT OF REGISTERED TRADEMARK**

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13 Trademark Registration;

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13 EASY GARDENER, INC.

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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: GRO-BAGS

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6 REGIS. NO.: 1,447,569

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TRADEMARK

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17
18 By: 
19 Robert Kassel, CEO
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1
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
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4 TRADEMARK: BIRDBLOCK
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6 REGIS. NO.: 1,804,536
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9 **ASSIGNMENT OF REGISTERED TRADEMARK**
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13 Trademark Registration;

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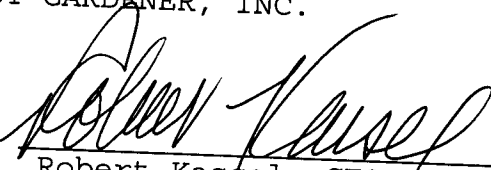
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13 EASY GARDENER, INC.

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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: BIOBLOCK
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6 REGIS. NO.: 1,938,066
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9 **ASSIGNMENT OF REGISTERED TRADEMARK**
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11 WHEREAS, **Easy Gardener, Inc.** ("Assignor"), is the owner
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13 EASY GARDENER, INC.

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

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4 TRADEMARK: COUNTRY CLASSIC BORDER

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6 REGIS. NO.: 2,667,208

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9 **ASSIGNMENT OF REGISTERED TRADEMARK**

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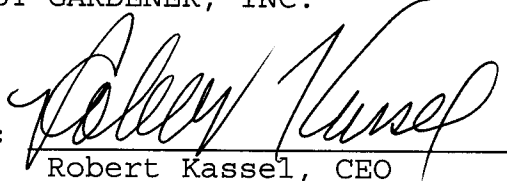
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SIGNED this 29th day of October, 2003.

EASY GARDENER, INC.

By: 
Robert Kassel, CEO

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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
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4 TRADEMARK: CLOUDCOVER
5

6 REGIS. NO.: 1,252,606
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8

9 **ASSIGNMENT OF REGISTERED TRADEMARK**

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12 Trademark Registration;
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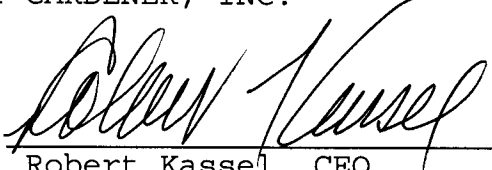
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SIGNED this 29th day of October, 2003.

EASY GARDENER, INC.

By: 
Robert Kassel, CEO

1
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
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4 TRADEMARK: DEERBLOCK
5

6 REGIS. NO.: 1,802,112
7
8

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
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13 EASY GARDENER, INC.

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16
17 By: 
18 _____

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

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4 TRADEMARK: EMERALD EDGE

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6 REGIS. NO.: 1,928,560

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9 **ASSIGNMENT OF REGISTERED TRADEMARK**

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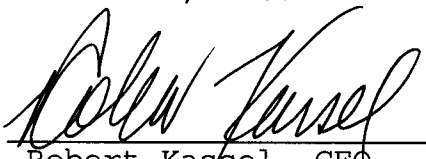
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SIGNED this 24th day of October, 2003.

EASY GARDENER, INC.

By: 
Robert Kassel, CEO

1
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
3

4 TRADEMARK: EASY GARDENER & DESIGN
5

6 REGIS. NO.: 2,356,107
7
8

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EASY GARDENER, INC.

By: 
Robert Kassel, CEO