

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ampro Industries, Inc.		10/29/2003	CORPORATION:

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

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2292883	ZINNIA PATCH
Registration Number:	2308303	AMTURF LAWN PATCH

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

<b>NAME OF SUBMITTER:</b>	David G. Henry
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<b>Total Attachments: 4</b> source=2292883-pg1-300#page1.tif source=2292883-pg2-300#page1.tif source=2308303-A#page1.tif source=2308303-B#page1.tif
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CH \$65.00 2292883

1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
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4 TRADEMARK: ZINNIA PATCH  
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6 REGIS. NO.: 2,292,883  
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9 ASSIGNMENT OF REGISTERED TRADEMARK  
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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.

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16  
17 By: 

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

4 TRADEMARK: AMTURF LAWN PATCH

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6 REGIS. NO.: 2,308,303  
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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  
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22 the goodwill of the business symbolized by said trademark and  
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10 party, regardless of authorship.

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12 SIGNED this 29<sup>th</sup> day of October, 2003.

13 AMPRO INDUSTRIES, INC.

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16  
17 By:   
18 Robert Kassel, CEO  
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