

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: 1		
Property Type	Number	Word Mark
Registration Number:	1841457	AMPET

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
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: 2 source=1841457-A-300#page1.tif source=1841457-B-300#page1.tif

CH \$40.00 1841457

1
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

3
4 TRADEMARK: AMPET

5
6 REGIS. NO.: 1,841,457

7
8
9 **ASSIGNMENT OF REGISTERED TRADEMARK**

10
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 29th day of October, 2003.

13 AMPRO INDUSTRIES, INC.

14
15
16
17 By: 
18 Robert Kassel, CEO
19
20