

**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 Ave.
City:	Waco
State/Country:	TEXAS
Postal Code:	76710
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Serial Number:	76293335	GARDEN BRAID BORDER
Serial Number:	76293339	VILLA GARDEN TILES - ENGLISH STONE
Serial Number:	76293340	VILLA GARDEN TILES - ENGLISH STONE FINIAL
Serial Number:	76328077	VILLA GARDEN TILES
Serial Number:	76293331	ROMA - VILLA GARDEN TILES
Serial Number:	76328076	GARDEN BRAID
Serial Number:	76293101	ADOBE - VILLA GARDEN TILES

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
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CH \$190.00 76293335

**Total Attachments: 14**

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1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
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4 TRADEMARK: GARDEN BRAID BORDER  
5

6 APPLICATION SERIAL NO.: 76/293,335  
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 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

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4 TRADEMARK: VILLA GARDEN TILES -  
5 ENGLISH STONE

6  
7 APPLICATION SERIAL NO.: 76/293339

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

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

16 SIGNED this 24 day of October, 2003.

17 EASY GARDENER, INC.

18  
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20  
21 By:   
22 Robert Kassel, CEO

1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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4 TRADEMARK: VILLA GARDEN TILES -  
5 ENGLISH STONE FINIAL

6  
7 APPLICATION SERIAL NO.: 76/293340

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, the receipt and  
24 sufficiency of which is hereby acknowledged, Assignor hereby  
25 assigns to Assignee any and all right, title and interest in  
26 and to the said trademark, if any, to any and all trademark  
27 application(s) and registration(s) pertaining thereto  
28 (domestic or foreign), if any, common law trademark rights,  
29 and the goodwill of the business symbolized by said trademark,

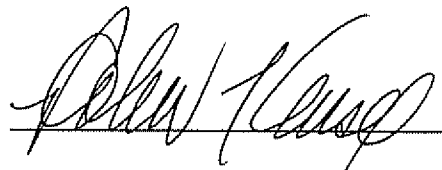
1 and all causes of action, known or unknown, pertaining  
2 thereto.

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  
19 SIGNED this 29 day of October, 2003.

20 EASY GARDENER, INC.

21  
22  
23 By: 

24 Printed Name: \_\_\_\_\_

25  
26 Title: \_\_\_\_\_  
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1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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4 TRADEMARK: GARDEN BRAID

5  
6 APPLICATION SERIAL NO.: 76/328076

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 29 day of October, 2003.

19 EASY GARDENER, INC.

20  
21  
22 By: 

23 Robert Kassel, CEO  
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1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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4 TRADEMARK: ADOBE-VILLA GARDEN  
5 TILES

6  
7 APPLICATION SERIAL NO.: 76/293101

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

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

16 SIGNED this 29 day of October, 2003.

17 EASY GARDENER, INC.

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21  
22  
By: 

Robert Kassel, CEO

1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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4 TRADEMARK: ROMA - VILLA GARDEN  
5 TILES

6  
7 APPLICATION SERIAL NO.: 76/293331

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.

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2 successors or assigns to effect the intent reflected by this  
3 document, without limitation, by signing all lawful papers,  
4 making all rightful oaths, and generally doing everything  
5 reasonably necessary to aid said Assignee, its successors,  
6 assigns and nominees, to take and perpetuate full ownership  
7 and control of the assigned mark, application(s), and  
8 registration(s). Recording of this assignment, and the like,  
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13 assignment reflected hereby. This document shall be construed  
14 according to its fair meaning, and not for or against either  
15 party, regardless of authorship.

16 SIGNED this 29 day of October, 2003.

17 EASY GARDENER, INC.

18  
19  
20  
21  
22  
By: 

Robert Kassel, CEO

1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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4 TRADEMARK: VILLA GARDEN TILES

5  
6 APPLICATION SERIAL NO.: 76/328077

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

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2 successors or assigns to effect the intent reflected by this  
3 document, without limitation, by signing all lawful papers,  
4 making all rightful oaths, and generally doing everything  
5 reasonably necessary to aid said Assignee, its successors,  
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16 SIGNED this 29 day of October, 2003.

17 EASY GARDENER, INC.

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22  
By: 

Robert Kassel, CEO