

08-22-2003



To the Honorable Commissioner of F

102532421

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 8-19-03
Greenlife, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: _____

2. Name and address of receiving party(ies)
Name: Ames True Temper Properties, Inc.

Internal Address: _____
Address: _____

Street Address: 300 Delaware Ave.

City: Wilmington State: DE Zip: 19801

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2419727

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: K. Robert Bertram, Esq.

Internal Address: _____

Street Address: 4750 Lindle Road

P.O. Box 11670

City: Harrisburg State: PA Zip: 17108

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert Bertram
Name of Person Signing

[Signature]
Signature

8/19/03
Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/21/2003 ECDIPER 00000029 2419727

01 FC:8521

40.00 UP

TRADEMARK
REEL: 002807 FRAME: 0968

Assignment and Sale of Registered Trademark

Greenlife, Inc., a Massachusetts corporation formerly known as Greenlife Products Corporation with offices at 75 Hale Street, Bridgewater, MA 02324 ("Assignor"), states as follows:

1. Assignor has been granted United States registration on the Principal Register for the trademark "TUF-PLUS" pursuant to U.S. Registration No. 2419727 dated January 9, 2001 (the "Trademark"); and
2. Assignor is the rightful owner of the Trademark and has not previously sold or assigned its right, title or interest in the Trademark to any person; and
3. Ames True Temper Properties, Inc., a Delaware corporation with offices at 300 Delaware Avenue, Suite 516, Wilmington, Delaware 19801 ("Assignee") is desirous of acquiring the entire right, title and interest in the Trademark along with the goodwill to which it relates.

Now, therefore, in consideration of the payment of the sum of Ten (\$10.00) U.S. Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, by these presents, does sell, assign and transfer unto the Assignee the entire right, title and interest in and to the said Trademark; the same to be held and enjoyed by said Assignee for its own use, behoof and benefit, and for its legal representatives and assigns, to the full end of the term for which said Trademark is granted, as fully and entirely as the same would have been held by Assignor had this Assignment and Sale not been made.

Executed this 4 day of Aug, 2003 at Braintree, Mass
in the United States.

[Signature]

Greenlife, Inc.
By its: President

State of Mass
County of Norfolk

Before me personally appeared Dick Liao on this 4 day of Aug, 2003, the above-named individual who I am satisfied is the President of Greenlife, Inc. and who did and is authorized to sign the within instrument.

SEAL

[Signature]
Notary Public
12/22/04

**INTELLECTUAL PROPERTY ASSETS
BILL OF SALE
and
ASSIGNMENT**

THIS INTELLECTUAL PROPERTY ASSETS BILL OF SALE and ASSIGNMENT ("IP Assignment") dated this 4th day of August 2003, by and between **GREENLIFE, INC.**, a Massachusetts corporation (the "Seller") and **DICK LIAO and LEE FANG SHAW** (the Liaos") on the one hand (Seller and the Liaos are collectively referred to herein as the "Transferors") and **AMES TRUE TEMPER, INC.**, a Delaware corporation (the "Buyer"), and **AMES TRUE TEMPER PROPERTIES, INC.**, a Delaware corporation ("Assignee"), on the other hand:

Recitals

Whereas, Transferors are the owners of certain intellectual property assets, including, but not limited to certain patents, patent applications, copyrights, trademarks, tradenames, tradesecrets and URL's (collectively, "IP Assets") that are used in connection with the business of Seller (the "Business"); and

Whereas, Buyer has entered into an Asset Purchase Agreement dated _____ (the "Purchase Agreement") with the Transferors to purchase the Business conditioned, inter alia, upon the delivery of this IP Assignment; and

Whereas, Buyer, pursuant to its rights under the Purchase Agreement, is assigning all rights to acquire the IP Assets to Assignee; and

Whereas, Transferors, and each of them, have executed this IP Assignment with the knowledge and intention that the Transferee will rely hereupon as well as the agreements, representations and warranties contained herein;

Now, therefore, the Transferee and Transferors agree, represent and warrant as follows:

1. **Recitals**. The Transferors and the Buyer acknowledge that foregoing recitals are true and correct and made part of this IP Assignment.
2. **Definitions**. The following terms shall have the meanings set forth for each when used in this IP Assignment:
 - "Affiliate" means any parent, subsidiary or other related entity whether wholly owned or controlled by the Party.
 - "Copyrights" means all unregistered and registered copyrights (including applications) in all manner of works, together with all rights to derivative and

follow-on works, including but not limited to those described on Schedule "A" hereto.

- **"IP Assets"** means Patents, Copyrights, Trademarks, Tradenames, Tradesecrets and URL's, including but not limited to those described on Schedule "A" hereto.
 - **"Party(ies)"** shall mean the Transferors, or any of them, on the one hand and/or the Transferee, on the other hand.
 - **"Patents"** means all applications for patents (including PCT applications), issued patents, reissues and continuations, extensions and other rights pertaining thereto regardless of the jurisdiction or body issuing or authorizing the same, including but not limited to those described on Schedule "A" hereto.
 - **"Trademarks"** means all unregistered and registered trademarks, servicemarks or masked works, together with all applications, renewals and re-issues thereof, including but not limited to those described on Schedule "A" hereto.
 - **"Tradenames"** means all names, logos, designs, tag-lines or other descriptors used by the Business during the five-year period ending upon the date of this IP Assignment, including but not limited to those described on Schedule "A" hereto.
 - **"Tradesecrets"** means any proprietary or confidential information (including know-how) used or usable in the Business during the five-year period ending upon the date of this IP Assignment.
 - **"Transferee"** means Assignee and its Affiliates.
 - **"Transferors"** means the persons or entities identified above.
 - **"URL's"** means any Uniform Resource Locator, Uniform Resource Identifier or other "address" used on the worldwide web, including but not limited to those described on Schedule "A" hereto.
3. **IP Assets**. For One (\$1.00) U.S. Dollar and other good and valuable consideration, the sufficiency of which is acknowledged by the Transferors, and each of them, the Transferors, and each of them, does hereby sell, transfer, convey and assign to the Transferee, all right, title and interest in and to the IP Assets and each of them, free and clear of all moral rights or other rights of a creator thereof, liens, security interests, encumbrances and/or claims whatsoever. Transferee shall have the sole and exclusive right to use, license, sublicense, transfer or abandon the IP Assets, or any of them, and no such action by the Transferee (or anyone

claiming by or through the Transferee) shall cause the Transferors, or any of them, to acquire or reacquire any rights therein.

4. **Patents**. Specifically and additionally, the Transferors, and each of them, does hereby sell, transfer and assign to the Transferee, all right, title and interest in and to the Patents and each of them, free and clear of all liens, security interests, encumbrances and/or claims, to use or dispose of as Transferee chooses. Attached hereto as Schedule "B" are Assignment of Application/Assignment of Patent forms executed by Transferors for the Patents listed in Schedule "A." As to each Patent, Transferors expressly warrant that: (i) (except as to applications) the Patent is a validly issued and subsisting patent; (ii) all filing, maintenance or other fees respecting the Patent have been paid to the appropriate authority; (iii) there are no claims to or against such Patent by any third party; (iv) Transferors have not entered into any licenses respecting the Patent and (v) there are no facts or circumstances known to the Transferors that would give rise to any claim to or against such Patent.

5. **Copyrights**. Specifically and additionally, the Transferors, and each of them, does hereby sell, transfer and assign to the Transferee, all right, title and interest in and to the Copyrights and each of them, free and clear of all liens, security interests, encumbrances and/or claims, to use or dispose of as it chooses. As to each Copyright, Transferors expressly warrant that: (i) (except as to unregistered copyrights) the Copyright is validly registered and a copy of the deposit copy has been delivered to Transferee; (ii) all filing, maintenance or other fees respecting the Copyright have been paid to the appropriate authority; (iii) there are no claims to or against such Copyright by any third party; (iv) Transferors have not entered into any licenses respecting the Copyright and (v) there are no facts or circumstances known to the Transferors that would give rise to any claim to or against such Copyright.

6. **Trademarks**. Specifically and additionally, the Transferors, and each of them, does hereby sell, transfer and assign to the Transferee, all right, title and interest in and to the Trademarks and each of them, free and clear of all liens, security interests, encumbrances and/or claims, to use or dispose of as it chooses. Attached hereto as Schedule "C" are Assignments of Application/Assignment of Trademark forms executed by Transferors for the Trademarks listed in Schedule "A." As to each Trademark, Transferors expressly warrant that: (i) (except as to unregistered trademarks) the Trademark is a validly issued and subsisting Trademark; (ii) all required Section 8 and Section 15 declarations have been timely filed and all filing, maintenance or other fees respecting the Trademark have been paid to the appropriate authority; (iii) there are no claims to or against such Trademark by any third party; (iv) Transferors have not entered into any licenses respecting the Trademark and (v) there are no facts or circumstances known to the Transferors that would give rise to any claim to or against such Trademark.

7. **Tradenames.** Specifically and additionally, the Transferors, and each of them, does hereby sell, transfer and assign to the Transferee, all right, title and interest in and to the Tradenames and each of them, free and clear of all liens, security interests, encumbrances and/or claims, to use or dispose of as it chooses. As to each Tradename, Transferors expressly warrant that: (i) it has filed no fictitious name or other filing with respect thereto; (ii) there are no claims to or against such Tradename by any third party; (iii) Transferors have not entered into any licenses respecting the Tradename and (iv) there are no facts or circumstances known to the Transferors that would give rise to any claim to or against such Tradename.
8. **Tradesecrets.** Specifically and additionally, the Transferors, and each of them, does hereby sell, transfer and assign to the Transferee, all right, title and interest in and to the Tradesecrets and each of them, free and clear of all liens, security interests, encumbrances and/or claims, to use or dispose of as it chooses. As to each Tradeseecret, Transferors expressly warrant that: (i) Transferors have taken adequate precautions to prevent the unauthorized use or disclosure of such Tradeseecret; (ii) there are no claims to or against such Tradeseecret by any third party; (iii) Transferors have not entered into any licenses respecting the Tradeseecret and (iv) there are no facts or circumstances known to the Transferors that would give rise to any claim to or against such Tradeseecret.
9. **URL's.** Specifically and additionally, the Transferors, and each of them, does hereby sell, transfer and assign to the Transferee, all right, title and interest in and to the URLs and each of them, free and clear of all liens, security interests, encumbrances and/or claims to use or dispose of as it chooses. As to each URL, Transferors expressly warrant that: (i) the URL is a validly registered to Transferors; (ii) all fees respecting the URL have been paid to the appropriate authority; (iii) there are no claims to or against such URL by any third party; (iv) Transferors have not entered into any licenses respecting the URL and (v) there are no facts or circumstances known to the Transferors that would give rise to any claim to or against such URL.
10. **Assignment of Claims.** Transferors, and each of them, does hereby sell, transfer and assign to the Transferee, all right, title and interest in and to any claims that Transferors may have against third parties (for infringement or otherwise) related (in whole or part) to the IP Assets. Transferors, and each of them, shall provide assistance reasonably requested by Transferee in prosecuting such claims and/or defending against third party claims related (in whole or part) to the IP Assets.
11. **Additional Documents; Assistance.** Transferors, and each of them, shall, on or after the date of this IP Assignment, promptly execute such additional documents as Transferee may request in order to file, register, perfect, renew, maintain, extend, revise or otherwise protect the IP Assets, assets developed incorporating or utilizing any of the IP Assets, or any combination thereof. Should the Transferors, or each of them, fail to execute any such documents, Transferee, or any designee of the Transferee, may execute such documents as the attorney in

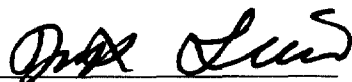
fact for the Transferors and Transferors shall thereafter not revoke or challenge their authority to do so. Transferors, and each of them, shall provide assistance reasonably requested by Transferee to file, register, perfect, renew, maintain, extend, revise or otherwise protect the IP Assets, assets developed incorporating or utilizing any of the IP Assets, or any combination thereof. Notwithstanding the foregoing, no filing, recordation or other procedure shall constitute a condition to Transferors' performance hereunder or a defense to any claim arising hereunder.


12. **Additional Warranties as to All IP Assets.** In addition to warranties contained elsewhere in this IP Assignment, Transferors jointly and severally warrant that: (i) the Transferors, and each of them, have the right and authority to enter into this IP Assignment; (ii) none of the Transferors has previously transferred any interest in the IP Assets except to another of the Transferors; (iii) the IP Assets constitute all of the patents, copyrights, trademarks, tradenames, tradesecrets and/or URL's owned by and/or used by and/or required in the Business; (iv) the Transferee shall, pursuant to this IP Assignment, acquire good and marketable title to all IP Assets; (v) none of the IP Assets and/or their use by the Business have infringed, infringe or shall infringe upon the rights of third parties; (vi) Transferors' execution of this IP Assignment shall not violate any contract to which Transferors, or any of them, are parties, or any law or regulation to which the Transferors, or any of them, are subject.
13. **Indemnification.** Transferors shall, for a period of five (5) years from the date of this IP Assignment, indemnify and hold the Transferee harmless from all manner of claims by third parties that, if proved, would constitute a breach of any warranty given by Transferors, or any of them, in this IP Assignment. This indemnification includes: (i) any damages that may be awarded against Transferee or for which may be Transferee responsible; (ii) any sums paid in partial or complete settlement of a claim in Transferee's sole discretion; and (iii) any reasonable attorney's fees, court costs, expert fees or other costs of defense incurred by Transferee whether or not the underlying claim results in any settlement or award.
14. **Remedies.** The courts situated in the Commonwealth of Pennsylvania shall have exclusive jurisdiction to resolve disputes under this IP Assignment and Assignment and the Transferors and Transferee irrevocably submit to such jurisdiction. Such Courts shall, upon a showing of likely and irreparable harm to a Party, have the power to preliminarily, temporarily and permanently enjoin the conduct of a Party or Parties, as well as to award damages to a Party.
15. **Survival.** The agreements, representations and warranties set forth in this IP Assignment shall continue in full force and effect for a period of five (5) years from the date of this IP Assignment.
16. **Miscellaneous.** This IP Assignment is final and irrevocable. It may not be modified except upon the written consent of the parties. This IP Assignment shall

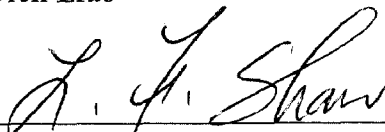
be construed under the laws of the Commonwealth of Pennsylvania (except as to the law of conflicts) and any attorney's fees, court costs, expert fees or other costs incurred by a party in enforcing its terms shall be reimbursed by the other party unless the court determines otherwise.

Whereupon, the parties affix their signatures and seals, agreeing to be legally bound thereby.


TRANSFERORS:
Greenlife, Inc.

By: 
Title: President


Dick Liao


Lee Fang Shaw

BUYER:
Ames True Temper, Inc.

By: 
Title: President

ASSIGNEE:
Ames True Temper Properties, Inc.

By: 
Title: CEO

Schedule "A"

SCHEDULE A

Intellectual Property Checklist

GREENLIFE, INC. (U.S. ONLY)

- I. **Patents, Patent Applications (including PCT Applications).**
1. U.S. Patent No. D395,382 – “Dual Pruning Blade” – Issued: 06/23/1998 - Inventor: Liao, Dick – Assignee: Greenlife, Inc. – Status: Active.
 2. U.S. Patent No. D401,485 & Related PCT Application – “Ratchet Lopper” – Issued: 11/24/1998 - Inventor: Liao, Dick – Assignee: Greenlife, Inc. – Status: Active.
 3. U.S. Patent No. 5,228,202 – “Extension handle for tree top pruners” – Issued: 07/24/1993 - Inventor: Liao, Dick – Assignee: Greenlife Products Corp. (currently, Greenlife, Inc.) – Status: Expired (Maintenance Fees).
 4. U.S. Patent No. 5,674,022 – “Tool with handle” – Issued: 10/07/1997 - Inventor: Liao, Dick – Assignee: Greenlife, Inc. – Status: Active.
 5. U.S. Patent No. 5,706,900 – “Gardening tool for loosening soil” – Issued: 01/13/1998 - Inventor: Liao, Dick – Assignee: None – Status: Active.
 6. PCT Application No. 0325190.0 (designating the following countries: U.S.; E.C.; China and Australia) – “A Toll Assembly and Coupling Therefor” – Filed: March 26, 2003 with European Patent Office – Inventor: Dick Liao – Assignee: None – Status: Active.
- II. **Copyrights.**
- a. Registrations and applications.
None.
 - b. Unregistered.
 1. Greenlife, Inc. Product Catalog (all versions)
 2. Website at www.greenlifeinc.com
- III. **Trademarks, Servicemarks and Tradenames.**
- a. Registrations and applications (including Intent to Use).
 1. U.S. Registration No. 2437446 - “TUF-MAX” - Registered 03/20/2001 - IC Class 008 - Registrant: Greenlife, Inc.
 2. U.S. Registration No. 2419727 - “TUF-PLUS” -Registered 01/09/2001 - IC Class 008 - Registrant: Greenlife, Inc.
 3. U.S. Registration No. 1916000 - “THE OLD GARDENER” - Registered 09/05/1995 - IC Class 008 - Registrant: Greenlife, Products Corp. (currently, Greenlife, Inc.)

- b. Unregistered trademarks and servicemarks (including logos, tag lines, manuals, collaterals, websites and other works of authorship).
 - 1. "The Old GardenerTM"
 - 2. Graphic – "Gardener with Pipe" – See www.greenlifeinc.com.
 - 3. "Garden WormTM" – See Patent Item #5.
- c. Tradenames, fictitious names, etc.
 - 1. The Old Gardener.

IV. **Trade Secrets.**

- a. Seller's trade secrets.
 - All.
- b. Trade secrets of third parties in possession of Seller.
 - None.

V. **Domains.**

- a. URL's.
 - 1. www.greenlifeinc.com