

Form PTO-1594
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks; Please record the attached original documents or copy thereof.

1. Name of conveying party(les):
HARMONY PRODUCTS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (Virginia)
 Other Limited liability company

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

2. Name and address of receiving party(les)
Name: DUKE ENERGY ROYAL, LLC
Internal Address: _____
Address: _____
Street Address: 400 South Tryon Street
Mail Code ST03E
City: Charlotte State: NC Zip: 28285

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Assignment pursuant to foreclosure

Execution Date: April 20, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
78/238003

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

1,825,689	2,232,522	1,712,865	2,435,039
2,383,917	1,868,510	1,726,851	1,930,513
2,403,388	1,824,001	2,436,816	1,881,071

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Anne Reece, Paralegal
Internal Address:
Robinson, Bradshaw & Hinson, P.A.
Street Address: 101 N. Tryon Street, Suite 1900
City: Charlotte State: NC Zip: 28246

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41) \$340.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500327
(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.

Anne M. Reece, Paralegal Anne M. Reece May 4, 2004
Name of Person Signing Signature Date

5

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

OP \$340.00 78238003

ASSIGNMENT OF MARKS PURSUANT TO FORECLOSURE

This **ASSIGNMENT OF MARKS AGREEMENT** (the "Agreement"), dated as of April 20, 2004, is between **Harmony Products, Inc.** a Virginia corporation (the "Assignor"), and **Duke Energy Royal, LLC**, a Delaware limited liability company (the "Assignee").

BACKGROUND STATEMENT

Assignor has adopted, used and is using certain trademark(s) and/or service marks(s) that are registered in the United States Patent and Trademark Office, as identified on **Appendix A** attached hereto (the "Marks"). Pursuant to a Strict Foreclosure Agreement dated as of March 31, 2004 between Assignor and Assignee, Assignor desires to assign and Assignee desires to acquire all rights that Assignor has in the Marks, and the registrations thereof, together with the goodwill of the business represented by the Marks for the consideration and on the terms set forth herein.

STATEMENT OF AGREEMENT

The parties hereto agree as follows:

1. Assignment. Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the Marks in the United States and throughout the world, any common law rights relating to the Marks and the registrations thereof, together with the goodwill of the business represented by the Marks, with the right to sue and recover for, and the right to profits, penalties or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to the Marks or such represented goodwill.

2. Further Acts. Assignor hereby covenants and agrees that, without compensation to Assignor, it will, and will cause its legal representatives, employees, agents and assigns to, execute and deliver to Assignee any and all documents, and take such further acts, that may be necessary or appropriate to convey, assign, transfer, endorse and confirm in Assignee all of Assignor's rights and benefits in, to and under the Marks.

(Signatures continued on following page)

SIGNED AND SEALED at Roanoke, VA, U.S.A. this 20 day of April, 2004.

HARMONY PRODUCTS, INC.

By: *Christopher D. Plummer*
Name: CHRISTOPHER D. PLUMMER
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA)
CITY)
COUNTY OF Roanoke)

This 20 day of April, 2004 before me personally came the above-named Christopher D. Plummer, to me personally known as the individual who executed the foregoing assignment on behalf of **Harmony Products, Inc.** who has acknowledged to me that he, as President of **Harmony Products, Inc.**, being authorized to do so, signed and sealed the same on behalf of **Harmony Products, Inc.**, for the purposes therein set forth.

(SEAL)

Frances H. Bedwell
Notary Public
My commission expires 11/30/07

ACCEPTANCE

The undersigned, **Duke Energy Royal, LLC** hereby declares that it has accepted the foregoing assignment.

SIGNED AND SEALED at _____, U.S.A. this ____ day of _____, 2004.

DUKE ENERGY ROYAL, LLC

By: _____
Name: _____
Title: _____

SIGNED AND SEALED at _____, U.S.A. this ____ day of _____, 2004.

HARMONY PRODUCTS, INC.

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA)
)
COUNTY OF _____)

This ____ day of _____, 2004 before me personally came the above-named _____, to me personally known as the individual who executed the foregoing assignment on behalf of **Harmony Products, Inc.** who has acknowledged to me that he, as _____ of **Harmony Products, Inc.**, being authorized to do so, signed and sealed the same on behalf of **Harmony Products, Inc.**, for the purposes therein set forth.

(SEAL)

Notary Public

ACCEPTANCE

The undersigned, **Duke Energy Royal, LLC** hereby declares that it has accepted the foregoing assignment.

SIGNED AND SEALED at Charlotte, Nc. U.S.A. this 22 day of April, 2004.

DUKE ENERGY ROYAL, LLC

By: J. David Duncan Jr.

Name: J. David Duncan Jr.

Title: VP



APPENDIX A
TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>	<u>International Class(es)</u>	<u>Date Registered</u>
TURF-FIX	2,436,816	1 - Chemicals	01-21-2000
TNT	2,435,039	1 - Chemicals	01-21-2000
TOP COAT	2,403,388	1 - Chemicals	02-01-1999
BIONITE	2,383,917	1 - Chemicals	07-20-1998
COMPLETE TURF & LANDSCAPE	2,232,522	1 - Chemicals	11-13-1995
HARMONY IN TUNE WITH NATURE	1,881,071	31 - Natural Agricultural Products	11-30-1990
ENVIROBASE	1,930,513	1 - Chemicals	08-26-1993
HARMONY	1,868,510	31 -- Natural Agricultural Products	03-01-1993 (expired)
BRIDGE	1,825,689	1 - Chemicals	02-25-1992
THE REAL POOP	1,726,851	1 - Chemicals	11-15-1991
HARMONY	1,824,001	1 - Chemicals	09-06-1991
HARMONY IN TUNE WITH NATURE	1,712,865	1 - Chemicals	11-30-1990 (renewed)

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application No.</u>	<u>International Class(es)</u>	<u>Date Filed</u>
NUTRICARE	78/238003	1 - Chemicals	04/15/2003