

**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
Landscape America, Inc.		05/19/2004	CORPORATION: MICHIGAN

RECEIVING PARTY DATA	
Name:	U.S. Lawns, Inc.
Street Address:	4407 Vineland Road
Internal Address:	Suite D-15
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32811
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1476402	US-LAWN
Registration Number:	1980654	US LAWN

CORRESPONDENCE DATA	
Fax Number:	(202)659-1559
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(202)659-6924
Email:	nmeyer@dickinsonwright.com
Correspondent Name:	Nicole M. Meyer
Address Line 1:	1901 L Street, N.W., Suite 800
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	71482-0002
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NAME OF SUBMITTER:	Nicole M. Meyer
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Total Attachments: 2 source=Assignme#page1.tif source=Assignme#page2.tif
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OP \$65.00 1476402

**TRADEMARK ASSIGNMENT**

**ASSIGNMENT** made this 19<sup>th</sup> day of May, 2004, by and between Landscape America, Inc. ("Assignor"), a Michigan corporation located at 14166 Frazho Road, Warren, Michigan 48089-1436 and U.S. Lawns, Inc., a Florida corporation ("Assignee"), located at 4407 Vineland Road, Suite D-15, Orlando, Florida 32811.

**WHEREAS**, Assignor has adopted and is using the trademarks set forth below ("Marks"):

<b><u>MARK</u></b>	<b><u>REGISTRATION NUMBER</u></b>
US LAWN & Design	1,476,402
US LAWN	1,980,654

**WHEREAS**, Assignee is desirous of acquiring the Marks and the goodwill of the business associated therewith, as well as the federal registrations therefore.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor conveys, transfers, and assigns to Assignee all its right, title, and interest in and to the Marks and the federal registrations therefore as identified above, together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Mark.

Assignor warrants that it has good and valid title to the Marks, including the registrations therefore; that those registrations are valid and enforceable and are not being challenged by any third parties; and that Assignor is not aware of any facts that could render those registrations invalid. Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of

Assignee and do all other lawful acts necessary to carry out the intent of this Assignment at Assignee's expense and request, as well as provide such other material, information, or assistance as Assignee may consider necessary.

This Assignment shall be binding on the parties, their successors, and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

**LANDSCAPE AMERICA, INC.**

Dated: MAY 19, 2004

*Pat Pompeo*  
Pat Pompeo  
President, Landscape America, Inc.

State Of Michigan )  
County Of MACOMB )

ss:

Pat Pompeo, being duly sworn, did depose and say this 19 day of May, 2004, that he is authorized to execute this Assignment on behalf of said corporation; and that he has read and signed the foregoing Assignment and knows and understands the contents thereof.

*Diana A Schulte*  
Notary Public

My Commission Expires:  
**DIANA H. SCHULTE**  
**NOTARY PUBLIC MACOMB CO., MI**  
**MY COMMISSION EXPIRES Feb 16, 2008**

State Of Michigan )  
County Of Macomb )

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