

**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 PRODUCTS LTD.		07/07/2004	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA	
Name:	BPV, LLC
Street Address:	P.O. Box 56
City:	Bradley
State/Country:	MICHIGAN
Postal Code:	49311
Entity Type:	Limited Liability Company: MICHIGAN

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1870742	AMPET BIOFLUSH

CORRESPONDENCE DATA	
Fax Number:	(616)222-2275
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	616-752-2275
Email:	trademarks@wnj.com
Correspondent Name:	WARNER NORCROSS & JUDD LLP
Address Line 1:	111 Lyon Street, N.W.
Address Line 2:	900 Fifth Third Center
Address Line 4:	Grand Rapids, MICHIGAN 49503-2487

ATTORNEY DOCKET NUMBER:	75107.87818
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NAME OF SUBMITTER:	Kimberly A. Niebling
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1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

3  
4 TRADEMARK: AMPET BIOFLUSH

5  
6 REGIS. NO.: 1,870,742

7  
8 **ASSIGNMENT OF REGISTERED TRADEMARK**

9  
10 THIS ASSIGNMENT is made by **Easy Gardener Products, Ltd.** ("Assignor");

11 NOW, THEREFORE, in consideration of the sum of one dollar and other good and  
12 valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor  
13 hereby assigns to **BPV, LLC**, a Michigan Limited Liability Company with principle offices  
14 in Bradley, Michigan ("Assignee"), and the successors, assigns, and legal representatives of  
15 Assignee, the entire right, title, and interest such as is Assignor's to convey, in and to the  
16 trademark registration noted above, to any and all trademark registration(s) therefor, and any  
17 application(s) by Assignor for registration thereof (domestic or foreign), together with all  
18 related common law rights and the goodwill of the of the business symbolized thereby, and  
19 all claims for damages by reason of infringement of the trademark (known or unknown) with  
20 the right to sue for and collect the same, and in and to all legal equivalents of the trademark  
21 in foreign countries.

22 Assignor agrees to cooperate with Assignee or its successors or assigns to effect the  
23 intent reflected by this document, without limitation, by signing all lawful papers, making  
24 all rightful oaths, and generally doing everything reasonably necessary to aid Assignee, its  
25 successors, assigns and nominees, to take and perpetuate full ownership and control of the

1 assigned mark, application(s), and registration(s), if any. Any actions taken, including  
2 recording of this assignment, shall be at Assignee's sole expense.

3 This assignment is made in accordance with and under that certain Asset Purchase  
4 Agreement between Assignor and Assignee dated July 6, 2004. This document is  
5 intended to supplement, not to supplant any provision of any other contemporaneous  
6 agreement between the parties pertaining, in whole or in part, to the trademark assignment  
7 reflected hereby. This document shall be construed according to its fair meaning, and not  
8 for or against either party, regardless of authorship.

9  
10 SIGNED this 7 day of July, 2004.

11 Easy Gardener Products, Ltd., a Texas limited  
12 partnership

13  
14 By: EG Product Management, L.L.C., a Texas limited  
15 liability company, its General Partner

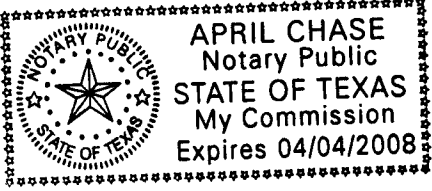
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18 By: Sheila B. Jones  
19 Sheila Jones, Vice President  
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STATE OF TEXAS \*  
COUNTY OF MCLENNAN \*

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared Sheila Jones, Vice President known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed this agreement on behalf of EG Product Management, L.L.C., a Texas limited liability company in her above-stated capacity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7<sup>th</sup> day of July, 2004.



April Chase  
Notary Public, State of Texas  
My Commission Expires: