

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:	1841457	AMPET

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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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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4 TRADEMARK: AMPET

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6 REGIS. NO.: 1,841,457

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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 in and to the trademark registration noted above,
16 to any and all trademark registration(s) therefor, and any application(s) by Assignor for
17 registration thereof (domestic or foreign), together with all related common law rights and
18 the goodwill of the of the business symbolized thereby, and all claims for damages by reason
19 of infringement of the trademark (known or unknown) with the right to sue for and collect
20 the same, and in and to all legal equivalents of the trademark in foreign countries.

21 Assignor agrees to cooperate with Assignee or its successors or assigns to effect the
22 intent reflected by this document, without limitation, by signing all lawful papers, making
23 all rightful oaths, and generally doing everything reasonably necessary to aid Assignee, its
24 successors, assigns and nominees, to take and perpetuate full ownership and control of the
25 assigned mark, application(s), and registration(s), if any. Any actions taken, including
26 recording of this assignment, shall be at Assignee's sole expense.

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

7
8 SIGNED this 7th day of July, 2004.

9 Easy Gardener Products, Ltd., a Texas limited
10 partnership

11
12 By: EG Product Management, L.L.C., a Texas limited
13 liability company, its General Partner

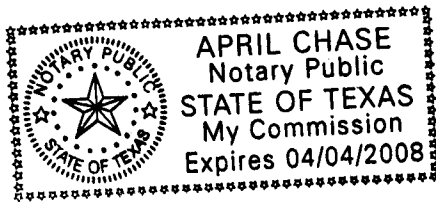
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17 By: Sheila B. Jones
18 Sheila Jones, Vice President
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STATE OF TEXAS *
COUNTY OF MCLENNAN *

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared Sheila Jones, 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 7th day of July, 2004.



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