

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EASY GARDENER PRODUCTS LTD.		07/07/2004	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BPV, LLC		
<b>Street Address:</b>	P.O. Box 56		
<b>City:</b>	Bradley		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49311		
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2153029	KITTY SOFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(616)222-2275		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	616-752-2275		
<b>Email:</b>	trademarks@wnj.com		
<b>Correspondent Name:</b>	WARNER NORCROSS & JUDD LLP		
<b>Address Line 1:</b>	111 Lyon Street, N.W.		
<b>Address Line 2:</b>	900 Fifth Third Center		
<b>Address Line 4:</b>	Grand Rapids, MICHIGAN 49503-2487		
<b>ATTORNEY DOCKET NUMBER:</b>	75107.87818		
<b>NAME OF SUBMITTER:</b>	Kimberly A. Niebling		
Total Attachments: 3 source=2153029#page1.tif source=2153029#page2.tif source=2153029#page3.tif			

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1  
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

3  
4 TRADEMARK: KITTY SOFT

5  
6 REGIS. NO.: 2,153,029

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 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). Any actions taken, including recording  
26 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 7 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

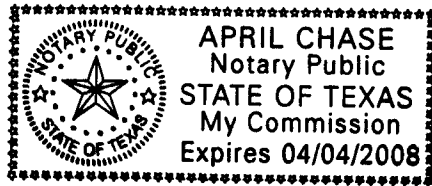
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17 By: Sheila R. Jones  
18 Sheila Jones, Vice President  
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STATE OF TEXAS \*  
COUNTY OF MCLENNAN \*

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared Sheila Jones, 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: