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Form PTO-1594

(Rev. 10/02)

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

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

1. Name of conveying party(ies):

Easy Gardener, Inc. 4. 12-54

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ Other _____Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____

Execution Date: 10/29/2003

2. Name and address of receiving party(ies)

Name: Easy Gardener Products, Ltd.

Internal

Address: _____

Street Address: 3022 Franklin Avenue

City: Waco State: TX Zip: 76710

☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☒ Limited Partnership _____☐ Corporation-State _____☐ Other _____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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78/263429

B. Trademark Registration No.(s) _____

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David G. Henry

Internal Address: _____

Street Address: 900 Washington Ave., Ste. 700

P.O. Box 1470

City: Waco State: TX Zip: 76703-1470

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

David G. Henry

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 3 & ck

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

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40.00 DP

TRADEMARK
REEL: 002947 FRAME: 0517

1
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
3

4 TRADEMARK: GREEN AGAIN
5

6 APPLICATION SERIAL NO.: 78/263429
7

8 ASSIGNMENT OF TRADEMARK AND
9 INTENT TO USE APPLICATION FOR REGISTRATION THEREOF
10

11 WHEREAS, **Easy Gardener, Inc.** ("Assignor"), is the owner
12 of the above-referenced mark and application for United States
13 Trademark Registration; and

14 WHEREAS **Easy Gardener Products, Ltd.**, a Texas limited
15 partnership with principle offices in Waco, Texas ("Assignee")
16 is a successor to Assignor with respect to the business to
17 which the trademark pertains by purchase of all assets,
18 goodwill, and associated rights in and to such business, and
19 is, therefore, a permissible assignee of an Intent-to-Use
20 trademark application pursuant to 15 U.S.C. §1060(a)(1);

21 NOW, THEREFORE, in consideration of the sum of one dollar
22 and other good and valuable consideration, receipt and
23 sufficiency of which is hereby acknowledged, Assignor hereby
24 assigns to Assignee all right, title and interest in and to
25 the said trademark, to any and all trademark application(s)
26 and registration(s) pertaining thereto (domestic or foreign),
27 the goodwill of the business symbolized by said trademark, and
28 all causes of action, known or unknown, pertaining thereto.

1 Assignor agrees to cooperate with Assignee or its
2 successors or assigns to effect the intent reflected by this
3 document, without limitation, by signing all lawful papers,
4 making all rightful oaths, and generally doing everything
5 reasonably necessary to aid said Assignee, its successors,
6 assigns and nominees, to take and perpetuate full ownership
7 and control of the assigned mark, application(s), and
8 registration(s). Recording of this assignment, and the like,
9 shall be at Assignee's sole expense.

10 This document is intended to supplement, not to supplant
11 any provision of any other contemporaneous agreement between
12 the parties pertaining, in whole or in part, to the trademark
13 assignment reflected hereby. This document shall be construed
14 according to its fair meaning, and not for or against either
15 party, regardless of authorship.

16 SIGNED this 29 day of October, 2003.

17 EASY GARDENER, INC.

18
19
20 By: 
21
22

Robert Kassel, CEO