

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carolina Nurseries, Inc.		12/20/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Novalis Management Company		
Street Address:	741 Gaillard Road		
City:	Moncks Corner		
State/Country:	SOUTH CAROLINA		
Postal Code:	29461		
Entity Type:	CORPORATION: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2786142	NOVALIS INC	
CORRESPONDENCE DATA			
Fax Number:	(803)765-1243		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	803-779-3080		
Email:	jturner@hsblawfirm.com		
Correspondent Name:	Jonathan Turner		
Address Line 1:	1201 Main Street Suite 2200		
Address Line 2:	P. O. Box 11889		
Address Line 4:	Columbia, SOUTH CAROLINA 29211-1889		
NAME OF SUBMITTER:	Jonathan Turner		
Signature:	/Jonathan Turner/		
Date:	01/07/2005		

Total Attachments: 2

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**TRADEMARK
 REEL: 003004 FRAME: 0491**

OP \$40.00 2786142

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

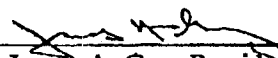
For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, CAROLINA NURSERIES, INC. ("Carolina Nurseries") hereby sells, assigns and transfers absolutely unto NOVALIS MANAGEMENT COMPANY, formerly known as Novalis, Inc. ("Novalis"), the entire right, title and interest of Carolina Nurseries in and to (1) the trademark described on the attached Schedule I (the "Trademark"), together with the goodwill of the business symbolized by the Trademark and any registrations thereof, together with any and all renewals and extensions thereof, the right to sue for past, present and future infringement, all Carolina Nurseries' foreign rights to the Trademark, and all Carolina Nurseries' rights under applicable international conventions and treaties with respect to the Trademark; and (2) the web domains and websites described on Schedule I and related software (the "Websites").

Carolina Nurseries hereby authorizes Novalis to apply for trademarks in foreign countries, claiming the filing dates of the U.S. application under the provisions of applicable international conventions and treaties. Carolina Nurseries hereby agrees to communicate to Novalis, its successors, assigns, or legal representatives, any facts known to Carolina Nurseries respecting said Trademark, to testify at any legal proceedings relating thereto, sign all lawful papers, execute all renewal and extension applications required by Novalis, make all rightful oaths, and, in addition, to execute any and all documents that may be required in order that Novalis may make applications for registrations on the Trademark in foreign countries in its own name.

Carolina Nurseries does not make any representation or warranty that use or exploitation of the Trademark or the Websites will not infringe any third-party rights.

Executed this 20th day of December, 2004 but intended to be effective as of the 1st day of June, 2004.

CAROLINA NURSERIES, INC.

By: 
James A. Guy, President

SCHEDULE I

Trademark

Word Mark
NOVALIS INC

Serial Number
76481668

Filing Date
January 13, 2003

Websites

novalisinc.com
plantsthatwork.com
twiceasnicedaylilies.com
nationalparksroses.com