

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/26/2002

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Green Edge Enterprises L.L.C.		04/28/2005	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	International Mulch Co.
Street Address:	One Mulch Lane
City:	Bridgeton
State/Country:	MISSOURI
Postal Code:	63044
Entity Type:	CORPORATION: MISSOURI

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2665542	RUBBERIFIC MULCH

CORRESPONDENCE DATA

Fax Number: (314)231-4342
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 314-231-5400
 Email: woneill@senniger.com
 Correspondent Name: William D. O'Neill
 Address Line 1: One Metropolitan Square
 Address Line 2: 16th Floor
 Address Line 4: St. Louis, MISSOURI 63102

NAME OF SUBMITTER:	William D. O'Neill
Signature:	/William D. O'Neill/

Date:

04/29/2005

Total Attachments: 1
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Trademark Assignment

1. **WHEREAS**, Green Edge Enterprises, L.L.C. having a business address at 12058 Craigview Court, St. Louis, Missouri 63146 (hereinafter referred to as "Green Edge"), as of July 26, 2002, owned a certain trademark, RUBBERIFIC MULCH, and a United States registration relating to such mark (Reg. No. 2,665,542); and
2. **WHEREAS**, International Mulch Co., having a business address at One Mulch Lane, Bridgeton MO 63044 (hereinafter referred to as "International Mulch"), is desirous of acquiring the entire right, title and interest of Green Edge in said trademark and said registration, and the good will of the business in connection with which said trademark is used;
3. **NOW THEREFORE**, in consideration of the sum one dollar (\$1.00) and other good and valuable consideration by International Mulch to Green Edge in hand paid, receipt of all of which is hereby acknowledged, Green Edge has agreed to and does hereby sell, assign and transfer unto International Mulch, its successors and assigns, all of Green Edge's right, title and interest throughout the world in and to said trademark RUBBERIFIC MULCH and said registration (Reg. No.2,665,542), together with the good will of the business in connection with which said trademark is used, and together with full right to sue for and recover all profits and damages recoverable from any past infringements of said trademark.
4. **TO BE HELD AND ENJOYED BY** International Mulch, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Green Edge had this sale and assignment not been made.
5. **IN WITNESS WHEREOF**, Green Edge has caused these presents to be executed by its duly authorized officer. This is a *nunc pro tunc* assignment made this 28th day of April, 2005, and shall be considered to have been made as of the 26th day of July, 2002.
6. **COUNTERPARTS**: This Agreement may be executed in counterparts, with the executed counterparts together constituting one entire original Agreement. This Agreement may be executed and transmitted by facsimile, which facsimile copies shall be deemed as originals for all purposes.

GREEN EDGE, INC.

By: Lee Greenberg

Lee Greenberg
Member

By: Judy Smith

Judy Smith
Member

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