

3/14/05

03-16-2005



102960517

**RECORDATION
TRADEMARK**

To the Director of the U. S. Patent and Trademark Office: please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

NK Lawn & Garden Co.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Plantation Products, Inc.

Internal _____

Address: _____

Street Address: 202 Washington Street

City: Norton

State: MA

Country: U.S.A. Zip: 02766

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Massachusetts
- Other _____ Citizenship _____

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)

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) March 2, 2005

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Exhibit A

B. Trademark Registration No.(s)

See Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Exhibit A

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

Name: Thomas E. Kenney

Internal Address: Pierce & Mandell, P.C.

Street Address: 11 Beacon Street
Suite 800

City: Boston

State: MA Zip: 02108

Phone Number: 617-720-2444

Fax Number: 617-720-3693

Email Address: tom@piercemandell.com

6. Total number of applications and registrations involved:

45

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,140.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

OPR/FINANCE
MAR 14 AM 9:20

9. Signature: Thomas E. Kenney
Signature

3-11-05
Date

Thomas E. Kenney

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

03/15/2005 ECDOPER 00000094 2181563

01 FC:6521
02 FC:6522

40.00 OP
1100.00 OP

U.S. Trademarks and Tradenames

U.S. Trademark	Registration #	Registration Date
Garden Path	2,181,563	August 11, 1998
Bloomin, Bucket	2,179,654	August 4, 1998
Songs From The Garden	2,170,452	June 30, 1998
Quick Compost	2,182,805	August 18, 1998
Carefree Colors Gone Wild	2,179,242	August 4, 1998
49'ER	709,169	January 3, 1961
Boulevard	1,735,115	November 24, 1992
Easy Gro	1,210,528	September 28, 1982
Fast & Fine	983,593	May 14, 1974
Fasturf	1,150,582 2,759,876	April 7, 1981
Fredonia	1,497,960	July 26, 1988
Fredonia Seeds	1,492,499 1,497,960	June 14, 1988
Garden Winner	625,644	April 24, 1956
Glenwood Park	595,354	September 21, 1954
Homelawn	191,520	November 11, 1924
Kidseeds	1,679,049	March 10, 1992
Kitchen Crisp	1,218,529	November 30, 1982
Kitchen Crisp Sprouts & Design	1,218,530	November 30, 1982
Masterpiece Gardens	1,683,136 2,707,327	April 14, 1992
Nature,s Choice	1,666,340	December 3, 1991
Nature,s Ratio	819,970	December 6, 1966

Northland	104,566	June 1, 1915
Parkview	228,511	June 7, 1927
Prevail	1,084,187	January 31, 1978
Punch ,N Gro	716,656	June 13, 1961
Quick Turf & Design	652,544	October 8, 1957
Rarin, To Grow & Design	612,377	September 20, 1955
Secret Garden	1,601,240	June 12, 1990
Thrifty	1,044,371	July 20, 1976
Triple Tonic	665,592	August 12, 1958
Veltex	320,814	January 8, 1935
Viking	105,477	July 27, 1915
NK	1,486,371	April 26, 1988
NK Lawn & Garden	2,141,007	March 3, 1998
NK Lawn & Garden Co.	2,139,126	February 24, 1998
Hortwise - Canada	326,193	April 10, 1987
NK Northrup King	1,484,488	December 4, 1988
Sterling	Serial #76449620 (Not yet registered)	September 13, 02
Kitchen Crop	2,852,987	June 15, 04
Weatherbeater	2,702,266	April 1, 02
Salt Survivor	2,758,008	September 2, 03
Garden Widgets	2,722,226	June 3, 03

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made this 2nd day of March, 2005 by and between NK LAWN & GARDEN CO., a Delaware corporation having an office at 3701 Amnicola Highway, Chattanooga, TN 37406 ("Assignor"), in favor of PLANTATION PRODUCTS, INC., having an office at 202 South Washington Street, Norton, MA 02766 ("Assignee").

Recitals

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated October 19, 2004;

WHEREAS Assignor is the owner of all of the right, title and interest in and to the trademarks, trade names, trademark registrations and trademark applications listed on Exhibit A attached hereto, as well as the international trademarks, trade names, trademark registrations and trademark applications listed on Exhibit B attached hereto (The trademarks listed on the attached Exhibits A and B, along with any and all other unregistered trade names and trademarks used by Assignor, shall be collectively referred to as the "Trademarks"); and

WHEREAS, Assignee is desirous of obtaining the entire right, title and interest in and to the Trademarks, including, without limitation, the goodwill associated therewith;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and

sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment of Trademarks. Assignor hereby grants, assigns, and conveys to Assignee its entire right, title and interest in and to the Trademarks. Further, Assignor assigns to Assignee (i) all renewals of the Trademarks, (ii) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world. In addition, Assignor hereby assigns to Assignee the goodwill connected with and symbolized by the Trademarks.

2. Representations and Warranties. Assignor represents and warrants that it has the full right and power to make this assignment of the Trademarks and that other than the assignment made to Congress Financial Corporation (Midwest), it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment or encumbrance of any or all of the Trademarks.

3. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

4. Binding Effect; Governing Law. This Assignment shall be binding upon Assignor and its successors and shall inure to the benefit of Assignee and its successors and assigns. This Assignment shall be governed by and construed in accordance with the laws of the State of

Tennessee.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment in Chatanooga, TN as of the day and year first written above.

ASSIGNOR:

NK LAWN & GARDEN CO.

By: [Signature]
Title: CRO

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TENNESSEE

: SS

Before me, the undersigned, a Notary Public in and for the state aforesaid, on this 2nd day of March, 2005, personally appeared Kevin O'Holloran to me known personally, and who, being by me duly sworn, deposes and says that he is CRO of NK LAWN & GARDEN CO., a Delaware corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Kevin O'Holloran acknowledged said instrument to be the free act and deed of said corporation.

[Signature]

Notary Public
My commission expires:

Non-Registered Trademarks and Trade Names		
NK Lawn & Garden Co. All Blue Blend Cumberland Dense Shade Estate	Green Thumb Club Lawn & Garden Magazine Prevail III Salt Survivor Transplants	Shady Place Speedy Green Sunny Excel
Kidseeds Variety Names		
Jack Be Daisy Tomato Babies Lotta Tomata Luke the Cuke Rufus Radish Birdhouse Gourd Daisy Loves Me Spooky Spumpkin Slugger Squash	Cosmic Cosmos Col. Pop D. Corn Tic Toc 4 O'Clock Lucky Bean Dahlia Dahling Smilin Sam Sunflower Toni Da Squash Ticklish Tim Black Magic Bean	Harry Carrot Maxi Marigold Bachelor Bob Pea Pop Sh'Bop Lollipop Zinnia Meanie Zucchini Great Zappin' Zinnias Rusty Ruffles

EXHIBIT B

International Trademark	Registration #	Registration Date
KIDSEEDS-Australia	556,396	May 22, 1991
KIDSEEDS-Canada	405,645	November 27, 1992
KIDSEEDS-New Zealand	212,729	September 9, 1991
Northland-Canada	21791	June 7, 1966
Punch' N Gro-Canada	121,521	March 17, 1976

CONTINUATION OF SECTION 4

Exhibit A

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