

10-17-2005

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of

103101767

original documents or copy thereof.

1. Name of conveying party(ies):

Hold Em, Inc.

10-12-05

- Individual(s)
- General Partnership
- Corporation
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached  Yes  No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other: \_\_\_\_\_
- Merger
- Change of Name

Execution Date: September 26, 2005

2. Name and address of receiving party(ies):

Nursery Supplies, Inc.  
1415 Orchard Drive  
Chambersburg, PA 17201

- Individual(s) citizenship: \_\_\_\_\_
- Association: \_\_\_\_\_
- General Partnership: \_\_\_\_\_
- Limited Partnership: \_\_\_\_\_
- Corporation: \_\_\_\_\_
- Other: \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No  
(Designation must be a separate document from Assignment)  
Additional name(s) & addresses attached?  Yes  No

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

A. Trademark Application No.(s):

B. Trademark Reg. No.(s) : 1,871,367  
2,670,344  
2,748,656  
2,768,085

OCT 12 2005

Additional number(s) attached:  Yes  No

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

Robert E. Cannuscio, Esquire  
Drinker Biddle & Reath LLP  
One Logan Square  
18<sup>th</sup> & Cherry Streets  
Philadelphia, PA 19103-6996

6. Total number of applications and registrations involved: \_\_\_\_\_ 4

7. Total fee (37 CFR 3.41) \$ 160.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account Number: 50-0573

Attorney Docket No. 35914-213362

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert E. Cannuscio  
Name of Person Signing

Signature

October 10, 2005  
Date

10/14/2005 DBYRNE 00000032 1871367

Total number of pages including cover sheet, attachments and document: \_\_\_\_\_ 4

01 FC:0521  
02 FC:0522

Mail Stop Assignment Recordation Services  
Director of the United States Patent and Trademark Office

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TRADEMARK  
REEL: 003235 FRAME: 0313

## TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT

This **TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT** (“Assignment”) is entered into by **Hold Em, Inc.**, a Florida corporation having a business address of 1283 Ranchette Road, West Palm Beach, Florida 33415 (“Assignor”) and **Nursery Supplies, Inc.**, a corporation having offices at 1415 Orchard Drive, Chambersburg, PA 17201 (“Assignee”).

**WHEREAS**, Assignor, Assignee, James H. Henry and Elona I. Henry have entered into a certain Asset Purchase Agreement dated as of September 16, 2005 (“Agreement”), which, along with the promises contained herein, constitute mutual consideration for the promises herein;

**WHEREAS**, Assignor is the owner of the entire right, title, and interest in and to the trademark registrations, and any associated applications listed in **SCHEDULE A**;

**WHEREAS**, Assignor may have certain rights in the patents and patent applications listed in **SCHEDULE B**;

**WHEREAS**, pursuant to the Agreement, the Assignor has agreed to sell and transfer all its rights in the properties in **SCHEDULES A** and **B** to the Assignee, and the Assignee has agreed to purchase such rights from the Assignor; and

**WHEREAS**, the Assignor and the Assignee wish to record the formal assignment relating to the aforementioned assignment of the trademark and patent properties.

**NOW THEREFORE**, for good and valuable consideration, receipt of which is acknowledged, Assignor, intending to be legally bound, hereby irrevocably sells, assigns, transfers and conveys to Assignee, and its successors and assigns, any and all right, title and interest held by or licensed to Assignor in and to: (a) the trademarks and service marks described in **SCHEDULE A** (collectively “Marks”); (b) any and all registrations of the Marks, whether state, federal or foreign; (c) any and all applications to register the Marks, whether state, federal or foreign; (d) all common law rights in, to and under the Marks; (e) all other rights in, to and under the Marks, together with the goodwill of the business symbolized by the Marks; (f) the patents and patent applications that are described in **SCHEDULE B** (collectively “Patent Rights”); (g) all rights held by, owned or licensed to Assignor relating to the Patent Rights, for the United States of America, its territories and possessions, and for all foreign countries; (h) all divisions, continuations, reissues, and reexaminations of the Patent Rights; (i) all rights to claim priority based on the Patent Rights, including all foreign patent rights, (j) all rights to apply for further

intellectual property rights arising out of, or in any way related to, the Patent Rights; (k) the rights to apply for renewals, reissues, and extensions of any or all of the foregoing; (l) any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Marks, the goodwill under the Marks, and/or the Patent Rights; (m) the right to sue, counterclaim and recover damages for past, present and future infringement thereof, including all past choses in action.

IN WITNESS WHEREOF, ASSIGNOR, has caused this Trademark and Intellectual Property Assignment to be executed on the date indicated below.

ASSIGNOR:

HOLD EM, INC.

By: *Elona R. Henry*  
 Name: *Elona Henry*  
 Title: *President*

STATE OF *Florida* }  
 COUNTY OF *Palm Beach* }ss:

Before me, the undersigned, a Notary Public, personally appeared *Elona Henry*, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument.

WITNESS my hand and notarial seal this *26<sup>th</sup>* day of *Sept*, 2005.

*[Signature]*  
 Notary Public



Jeffrey S. Gerow  
 Commission #DD198791  
 Expires: Apr 10, 2007  
 Bonded Thru  
 Atlantic Bonding Co., Inc.

**SCHEDULE A**

<b>Registration No.</b>	<b>Registration Date</b>	<b>Mark</b>
1,871,367	January 3, 1995	THE ACCELERATOR
2,670,344	December 31, 2002	AIRBENCH
2,748,656	August 5, 2003	RootTrainer
2,768,085	September 23, 2003	TreePorter

**SCHEDULE B**

<b>U.S. Patent No.</b>	<b>U.S. Patent Application Serial No.</b>	<b>Filing Date</b>	<b>Issue Date</b>
5,241,784	07/931,484	August 19, 1992	September 7, 1993
D447,719 S	29/129,680	September 21, 2000	September 11, 2001
	11/110,882	April 21, 2005	