

12-09-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



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

REC-1
TRADEMARKS ONLY
103133568

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):

Nature's Hand, Inc.

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

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: Nature's Hand, Inc.

Internal

Address: _____

Street Address: 954 W. Washington Blvd.

City: Chicago

State: Illinois

Country: USA Zip: 60607

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Illinois

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) September 30, 2005

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

978261; 960557

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Nature's Hand-original registration date Feb. 5, 1974

Nature's Hand Logo- original registration date June 6, 1973

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

Name: Steve Sims

Internal Address: _____

Street Address: 70 W. Madison St.
Suite 740

City: Chicago

State: Illinois Zip: 60602

Phone Number: (312) 578-0200 ext. 10

Fax Number: (312) 578-0202

Email Address: steve@enterprisejg.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- 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 _____

9. Signature:

Steve Sims
Signature

Date

BYRNE 00000028 978261
Steve Sims

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003270 FRAME: 0356

12/08/2005
01 FC:8521
02 FC:8522

12-6-05

Assignment of Servicemarks and Trademarks

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 30th day of September, 2005, by Nature's Hand Incorporated, a Minnesota corporation with its principal place of business at 1800 Cliff Road Burnsville, Minnesota ("Assignor"), to Nature's Hand, Inc., an Illinois corporation with its principal place of business at 1800 Cliff Road Burnsville, Minnesota ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of September 30, 2005 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

Nature's Hand Incorporated
A Minnesota Corporation

By: 

Name:

HANS E. SADLACK

Title:

President

[SEAL]

State of Minnesota)

) ss.:

County of Dakota)

On this 30 day of Sep, 2005, before me, _____, personally appeared Hans Sadlack of _____, 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 and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Michael R. O'Brien

Notary Public



SCHEDULE A

Registered Servicemarks and Trademarks

Nature's Hand

Nature's Hand Logo

Servicemark or Trademark, U.S. or Canadian Registration No., Registration Date

Nature's Hand, U.S. Registration Number 978261, Original Registration Date February 5, 1974 (Renewed)

Nature's Hand Logo, U.S. Registration 960557, Original Registration Date June 6, 1973 (Renewed)

Unregistered Servicemarks and Trademarks

Nature's Harvest

Nature's Hands

Pending Servicemark or Trademark Applications

N/A

Servicemark or Trademark Application Number Application Date

N/A

Trade Names

Nature's Hand Incorporated

Nature's Hand, Inc.

Nature's Harvest

Nature's Hands