

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/01/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Henri Studio, Inc.		02/17/2006	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Howard Korenthal
Street Address:	77 West Wacker Drive
Internal Address:	Suite 3220
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	Assignee for the Benefit of Creditors of Henri Studio, Inc.: ILLINOIS

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2533839	BRONZE ELITE ELEGANT GARDEN SCULPTURE HENRI STUDIO
Registration Number:	1766724	CREATE-A-POND
Registration Number:	1638415	FARMER'S PETS
Registration Number:	2579359	GARDEN GIFT INTERNATIONAL
Registration Number:	2029561	HENRI
Registration Number:	2048620	HENRI
Registration Number:	2166708	HENRI STUDIO
Registration Number:	1979235	HENRI STUDIO
Registration Number:	2036430	HENRI WATER GARDENING
Registration Number:	1678097	HIPPITY HOPS
Registration Number:	2067204	HSI SCULPTURE

CH \$540.00 2533839

Registration Number:	2529484	HSI SCULPTURS FOUNTAIN ELEGANTS RESIN-LIGHT GARDEN FOUNTAINS
Registration Number:	1919817	INDESTRUCTA POND
Registration Number:	1922120	INDESTRUCTA POND WATER GARDEN
Registration Number:	2002438	LITTLE DREAMERS
Registration Number:	2002445	LITTLE DREAMERS
Registration Number:	1535300	NATURE'S PET
Registration Number:	2344948	PRIMA VASI COLLECTION PREMIUM POLY PLANTERS BY HENRI STUDIO INC.
Registration Number:	2241184	GEO JOTS
Registration Number:	1896974	SPROUTS
Registration Number:	2038686	HENRI WATER GARDENING

CORRESPONDENCE DATA

Fax Number: (312)321-4299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-321-4200
Email: officeactions@brinkshofer.com
Correspondent Name: Joseph V. Norvell
Address Line 1: P.O. Box 10395
Address Line 4: Chicago, ILLINOIS 60610

ATTORNEY DOCKET NUMBER:	12697/2
NAME OF SUBMITTER:	Joseph V. Norvell
Signature:	/jvnorvell/
Date:	04/25/2006

Total Attachments: 9
source=Henri Studio Trademark Assignment#page1.tif
source=Henri Studio Trademark Assignment#page2.tif
source=Henri Studio Trademark Assignment#page3.tif
source=Henri Studio Trademark Assignment#page4.tif
source=Henri Studio Trademark Assignment#page5.tif
source=Henri Studio Trademark Assignment#page6.tif
source=Henri Studio Trademark Assignment#page7.tif
source=Henri Studio Trademark Assignment#page8.tif
source=Henri Studio Trademark Assignment#page9.tif

TRADEMARK ASSIGNMENT

This Assignment of trademark rights is a contract between Henri Studio, Inc. and Howard Korenthal, not as an individual, but as Assignee for the Benefit of Creditors of Henri Studio, Inc.

WHEREAS, Henri Studio, Inc., an Illinois Corporation with a place of business in Wauconda, Illinois, hereinafter called the "Assignor", has adopted, owns and is using, itself or through a related company, the marks identified at Exhibit I ("Assigned Marks").

WHEREAS, Howard Korenthal, as Assignee for the Benefit of Creditors of Henri Studio, Inc., hereinafter called the "Assignee", is the successor to Assignor's existing and ongoing business, including all portions of the business to which the Assigned Marks pertain, and is desirous of acquiring all right, title and interest in and to the Assignment Marks and all registrations thereof, or applications therefor;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Assigned Marks, all registrations or applications for the Assigned Marks, including but not limited to the right to pursue legal actions for past infringement of the Assigned Marks and related damages, together with the goodwill of the Assignor's business and that portion of the assignor's business in connection with which the Assigned Marks has been used. This Assignment of trademark rights is effective *nunc pro tunc*, now for then, as of the 1st day of February, 2006.

Assignor agrees to take any further action reasonably necessary to assist Assignee in recording the transfer of the Assigned Marks.

[SIGNATURE PAGE FOLLOWS]

Assignor

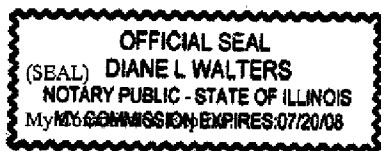
Date: 2/17/06

By: *[Signature]*
Name: Mario Prosperi
Title: President

STATE OF Illinois)
COUNTY OF McHenry) ss.

I, Diane L Walters, A Notary Public in and for the County and State aforesaid, do hereby certify that Mario Prosperi, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 17 day of Feb, 2006.



[Signature]
Notary Public

Assignee

Date: 2/17/06

By: *[Signature]*
Name: HOWARD KORENTHA
Title: ASSIGNEE FOR THE BENEFIT OF CREDITORS

STATE OF Illinois)
COUNTY OF McHenry) ss.

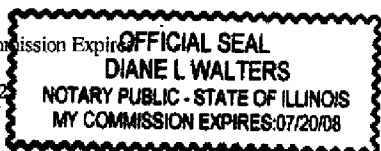
I, Diane L Walters, A Notary Public in and for the County and State aforesaid, do hereby certify that Howard Korentha, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 17 day of Feb, 2006.

(SEAL)

My Commission Expires

806-0192



[Signature]
Notary Public

TRADEMARK ASSIGNMENT

EXHIBIT 1

**REGISTERED TRADEMARKS,
STATE TRADEMARKS,
COMMON LAW TRADEMARKS,
AND
INTERNATIONAL TRADEMARKS**

REGISTERED TRADEMARKS

UNITED STATES PATENT AND TRADEMARK OFFICE – OWNER: HENRI STUDIO, INC.

Mark	Reg. No.	Reg. Date	Class	Status
BRONZE ELITE ELEGANT GARDEN SCULPURE HENRI STUDIO (Stylized)	2,533,839	1/29/2002	11	Registered
CREATE-A-POND	1,766,724	4/20/1993	19	Registered
FARMER'S PETS	1,638,415	3/19/1991	19	Registered
GARDEN GIFT INTERNATIONAL	2,579,359	6/11/2002	11, 19	Registered
HENRI (STYLIZED)	2,029,561	1/14/1997	11, 22	Registered
HENRI	2,048,620	4/1/1997	11, 22	Registered
HENRI STUDIO (Stylized)	2,166,708	6/23/1998	11, 19, 20, 21	Registered
HENRI STUDIO	1,979,235	6/11/1996	11, 19, 20, 21	Registered
HENRI WATER GARDENING	2,036,430	2/11/1997	7, 11, 20	Registered
HENRI WATER GARDENING & Design	2,038,686	2/18/1997	11, 20, 21	Registered
HIPPITY HOPS	1,678,097	3/3/1992	19	Registered
HSI SCULPTURE	2,067,204	6/3/1997	19	Registered
HSI SCULPTURES – FOUNTAIN ELEGANTS- RESIN-LIGHT GARDEN FOUNTAINS (Stylized)	2,529,484	1/15/2002	11	Registered
INDESTRUCTA POND	1,919,817	9/19/1995	22	Registered
INDESTRUCTA POND WATER GARDEN (and Design)	1,922,120	9/26/1995	22	Registered

Mark	Reg. No.	Reg. Date	Class	Status
LITTLE DREAMERS (and Design)	2,002,438	9/24/1996	19	Registered
LITTLE DREAMERS	2,002,445	9/24/1996	19	Registered
NATURE'S PET	1,535,300	4/18/1989	19	Registered
PRIMA VASI COLLECTION PREMIUM POLY PLANTERS BY HENRI STUDIO INC. (Stylized)	2,344,948	4/25/2000	21	Registered
GEO JOTS	2,241,184	4/20/1999	19	Registered
SPROUTS	1,896,974	5/30/1995	21	Registered

STATE TRADEMARKS
ILLINOIS - OWNER: HENRI STUDIO

Mark	Reg. No.	Class	Status
BACKYARD BUDS	IL 84687	19	Registered
NATURE'S PET	IL 62949	20	Registered

COMMON LAW TRADEMARKS

OWNER: HENRI STUDIO, INC.

Mark
HENRI STUDIO, INC.
HSI SCULPTURE, INC.
RESIN STONE
NEW GARDENS
EUROPA
COLD CAST BRONZE

INTERNATIONAL TRADEMARKS

OWNER: HENRI STUDIO, INC.

Country	Mark	Appln. No.	Reg. No.	Status
Argentina	HENRI STUDIO	2168731	1761078	Registered
Australia	HENRI LOGO	--	731896	Registered
Canada	HENRI WATER GARDENING	CA08136370 0	TMA0491228	Registered
Canada	HSI SCULPTURE	CA08261650 0	TMA0502407	Registered
Canada	HENRI STUDIO	CA11585840 0	TMA0606124	Registered
Canada	CREATE-A-POND	CA06686130 0	TMA0433828	Registered
Canada	HIPPITY HOPS	CA06686140 0	TMA0425956	Registered
Canada	LITTLE PRINTS	CA06706970 0	TMA0398952	Registered
Canada	FARMER'S PETS	CA06706980 0	TMA0394522	Registered
Canada	NATURE'S PET	CA06767160 0	TMA0396404	Registered
Canada	HSI	CA06828960 0	TMA0401729	Registered
Canada	FONT'NETTES	CA07747730 0	TMA0489377	Registered
Chile	HENRI STUDIO	436021	544784	Registered
China	HENRI STUDIO	970054593	1218082	Registered
China	HENRI STUDIO	970054594	1212815	Registered
China	HENRI STUDIO	970054592	1194567	Registered
China	HENRI STUDIO	970054595	1185276	Registered
Czech Republic	HENRI STUDIO	137083	225872	Registered
Dominican Rep.	HENRI STUDIO	--	92302	Registered
Dominican Rep.	HENRI STUDIO	--	92299	Registered
Dominican Rep.	HENRI STUDIO	--	92303	Registered
Estonia	HENRI STUDIO	9602577	26129	Registered
Germany	TURNING POINTS	H73427/19W Z	--	Pending
India	HENRI STUDIO	735101	735101	Registered

Country	Mark	Appln. No.	Reg. No.	Status
India	HENRI STUDIO	735103	735103	Registered
India	HENRI STUDIO	735102	--	Pending
Kuwait	HENRI STUDIO	042169	35426	Registered
Kuwait	HENRI STUDIO	042170	35427	Registered
Mexico	HENRI STUDIO	--	--	Pending
New Zealand	HENRI STUDIO	273376-79	273376-79	Registered
Russian Federation	HENRI STUDIO	97701837	168703	Registered
Saudi Arabia	HENRI STUDIO	73727	658/25	Registered
Saudi Arabia	HENRI STUDIO	73728	658/26	Registered
Turkey	HENRI STUDIO	3240	182826	Registered
U.K.	BRONZE ELITE ELEGANT GARDEN SCULPTURE - HENRI STUDIO (Stylized)	2268582	2268582	Registered
U.K.	FOUNTAIN ELEGANTS RESIN- LIGHT GARDEN FOUNTAINS - HSI (Stylized)	2260963	2260963	Registered
U.K.	BRONZE ELITE ELEGANT GARDEN SCULPTURE HENRI STUDIO (Stylized)	2260968	2260968	Registered
U.K.	HSI SCULPTURE HSI S.C.U.L.P.T.U.R.E and Design	2002123	2002123	Registered
U.K.	NATURE'S PET	1446105	1446105	Registered
U.K.	HENRI STUDIO	B1271140	B1271140	Registered