

05-24-2006

FORM PTO-1584 (Substitute)

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

To the Director of the U.S. Patent and Trad

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ginal documents or copy thereof.

1. Name of conveying party(ies):

Loveland Products, Inc.

- Individual
- General Partnership
- Corporation-
- Other: _____
- Association
- Limited Partnership

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

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

Name: Sylvan Bioproducts, Inc.

Address: P.O. Box 1286

City: Greeley State: CO Zip: 80632-1286

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Pennsylvania
- Other _____

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.)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: June 17, 2005

4. Application number(s) or patent number(s)

A. Trademark Application No(s).

76/445,010

B. Trademark Registration No(s).

Additional numbers attached? Yes No

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

Name: Frederick H. Colen

REED SMITH LLP

Address: P.O. Box 488

City: Pittsburgh State: PA Zip: 15230

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 2.6(b)(6)): \$ 40.00

- Enclosed
- Authorized to charge to deposit account 18-0582
- Charge any deficiency to deposit account

8. Deposit account number:

18-0582

(Attach duplicate copy of this page if paying by deposit account)

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 and copy of the original document.

Frederick H. Colen

Name of Person Signing

Signature

May 19 2006

Date

05/23/2006 DBYRNE 00000001 180582 76445010

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40.00 DA

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office,
P.O. Box 1450, Alexandria, VA 22313-1450

CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment is by and between **LOVELAND PRODUCTS, INC.** (a Colorado Corporation), having a place of business at P.O. Box 1286, Greeley, Colorado, 80632-1286 ("ASSIGNOR") and **SYLVAN BIOPRODUCTS, INC.** (a Pennsylvania Corporation), having a place of business at 333 Main Street, P.O. Box 249, Saxonburg, Pennsylvania 16056-0249, ("ASSIGNEE").

WHEREAS, ASSIGNOR transferred to ASSIGNEE, in an Agreement dated June 17, 2005, (the "AGREEMENT"), inter alia, all right, title and interest in the products known as "SMOLDER G" and "SMOLDER WP", now having EPA Registration Numbers 73335-1 and 73335-2 (the "PRODUCTS"), which included the transfer of ASSIGNOR's portion of their business associated with the PRODUCTS.

WHEREAS, ASSIGNOR agreed, inter alia, to execute and deliver to ASSIGNEE, such further and particular assignment or instruments to confirm in ASSIGNEE any and all of the property sold, conveyed and assigned by the AGREEMENT;

WHEREAS, ASSIGNOR now wishes to confirm ASSIGNEE'S ownership of the PRODUCTS, ASSIGNOR's portion of their business associated with the PRODUCTS and the intellectual property associated therewith, including but not limited to U.S. Trademark Application Serial Number 76/445,010, filed August 29, 2002, for the mark "SMOLDER" (the "MARK") and for the MARK as set forth in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, intending to be legally bound, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby confirms the grant, bargain, sale, conveyance, transfer, assignment and irrevocable delivery as of June 17, 2005, to ASSIGNEE, its successors, assigns and legal representatives, ASSIGNOR's entire right, title, interest in and to the PRODUCTS, ASSIGNOR's portion of their business associated with the PRODUCTS and the intellectual property associated therewith, including but not limited to the MARK set forth above and to any and all applications for registration and registrations therefor, together with the goodwill of ASSIGNOR's business associated with the MARK, and any common law rights, together with all claims by ASSIGNOR for damages or other relief, both at law and equity, by reason of past infringement of said MARK, with the right to sue for and collect the same for its own use.

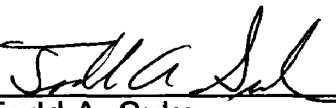
ASSIGNOR agrees that it will, by its officers, employees, legal representatives or other persons duly authorized, communicate to ASSIGNEE or the representatives thereof any facts known to it respecting said MARK, and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said ASSIGNEE or by counsel for ASSIGNEE, to assist or enable said ASSIGNEE to obtain and enforce full benefits of ownership of said MARK and from the rights and interests assigned. ASSIGNOR additionally agrees to execute copies of this confirmatory assignment or portions thereof regarding said MARK, as required by ASSIGNEE in the future.

ASSIGNOR of the said MARK hereby agrees to waive all rights and privileges to attack the registrations of the said MARK which ASSIGNOR has assigned as against anyone claiming a right under any or all of the said MARK under ASSIGNOR's assignment or grant.

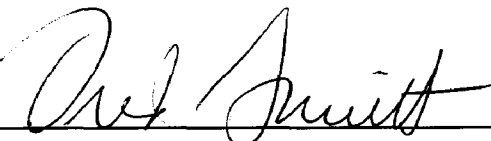
ASSIGNOR HEREBY COVENANTS that upon the reasonable request of ASSIGNEE, ASSIGNOR agrees to execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits reasonably necessary to confirm and perfect the transfer of said MARK to ASSIGNEE. Any and all reasonable expenses incurred by ASSIGNOR in connection with its obligations under this paragraph shall be paid by the ASSIGNEE (or its assigns) provided, however, that ASSIGNOR has obtained the prior written consent of ASSIGNEE (or its successors or assigns) to incur the expense for which ASSIGNOR seeks payment.

ASSIGNEE hereby confirms, agrees to and accepts this Confirmatory Assignment.

**LOVELAND PRODUCTS, INC.
(ASSIGNOR)**

By: 
Todd A. Suko
Title: V.P., General Counsel, & Secretary

**SYLVAN BIOPRODUCTS, INC.
(ASSIGNEE)**

By: 
Title: SECRETARY