

Form PTO-1594 (Rev. 03/05)
 OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Hound Dog Products, Inc.
 6435 Cecilia Lane
 Edina, MN 55439

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 04/12/2006

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: HD Acquisition Corp.

Internal Address: _____
 Address: _____

Street Address: 365 Railroad Avenue

City: Camp Hill

State: PA

Country: US Zip: 17011

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 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)

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

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional sheet(s) attached? Yes No

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

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

Name: David V. Radack

Internal Address: _____

Eckert Seamans Cherin & Mellott, LLC

Street Address: _____

600 Grant Street, 44th Floor

City: Pittsburgh

State: PA Zip: 15219

Phone Number: 412/566-6777

Fax Number: 412/566-6099

Email Address: dradack@eckertseamans.com

6. Total number of applications and registrations involved:

8

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

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

8. Payment Information:

a. Credit Card Last 4 Numbers 1014
 Expiration Date 02/2007

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature:



October 16, 2006
 Date

David V. Radack

Name of Person Signing

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

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

OP \$215.00 2299741

SCHEDULE

Hound Dog Products, Inc. to HD Acquisition Corp.
U.S. Trademark Registrations

2,299,741

2,299,742

2,301,860

2,303,883

2,423,821

2,423,825

2,903,059

2,903,060

Schedule A
U.S. Trademark Applications and Registrations

| Mark | Reg. / App. No. |
|-------------------------|-----------------|
| BULB HOUND | 2,423,821 |
| EDGE HOUND | 2,299,742 |
| HOUND DOG | 2,301,860 |
| ICE HOUND | 2,303,883 |
| LAWNTREPRENEUR | 76/572,346 |
| POOP HOUND | 2,423,825 |
| TURF HOUND | 2,299,741 |
| WEED HOUND | 2,903,059 |
| WEED HOUND (and design) | 2,903,060 |

U.S. Common Law Trademarks

| Mark |
|----------------|
| STEPPIN' EDGER |
| GARDEN HOUND |
| GARDEN PLANTER |
| DOUBLE-STRIKE |

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Assignment of Trademarks

This Assignment of Trademarks (the "Assignment") is made and entered into as of April 12, 2006 (the "Effective Date") by and between Hound Dog Products, Inc., a Minnesota corporation ("Assignor"), and HD Acquisition Corp., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee, among others, are parties to the Asset Purchase Agreement, dated April 12, 2006 (the "Purchase Agreement"), providing for the sale of the Purchased Assets (as defined in the Purchase Agreement) by Assignor to Assignee, all upon the terms and conditions set forth in the Purchase Agreement;

WHEREAS, the intellectual property set forth on Schedule A attached hereto (the "Assigned IP"), constitutes a portion of the Purchased Assets; and

WHEREAS, Assignor and Assignee desire that Assignee acquire all of Assignors' right, title and interest in and to the Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Transfer of Assets. Assignor, for good and valuable consideration, does hereby grant, bargain, sell, transfer, convey, assign, alienate, remise, release and deliver to Assignee and its successors and assigns, and Assignee does hereby accept, all of Assignor's right, title and interest in, to and under all of the Assigned IP, together with the goodwill associated therewith and symbolized thereby, and the entire business and/or portion thereof to which the Assigned IP pertain, and the right to sue and recover for all past, present and future infringements and other violations of the Assigned IP, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made.

2. Entire Agreement. The provisions of this Assignment and the Purchase Agreement contain the entire agreement between the parties, and they supersede all prior agreements with respect to the subject matter of this Assignment. This Assignment may not be changed or modified in any manner, and the observance of any provision of this Assignment may not be waived, except by an instrument in writing signed by the parties. In the event of conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern.

3. Successors and Assigns. The provisions hereof shall inure to the benefit of and be binding upon Assignee and Assignor, and the successors and assigns of Assignee and Assignor.

4. Governing Law; Disputes. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota without regard to any state's conflict of laws principles.

5. Section Headings. The section headings herein have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

6. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute the Assignment.

Remainder of page intentionally left blank; signature pages follow.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as an instrument under seal as of the Effective Date.

ASSIGNOR: HOUND DOG PRODUCTS, INC.

By: *Michael T. Miller*
Name: MICHAEL T. MILLER
Title: PRESIDENT

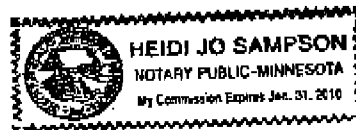
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF HENNEPIN

ss.:

On this 2 day of April 2006, before me, the undersigned, personally appeared MICHAEL MILLER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as PRESIDENT of Hound Dog Products, Inc., and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Heidi Jo Sampson 4/12/06
[NOTARY SEAL]



ASSIGNEE: HD ACQUISITION CORP.

By: [Signature]
Name: Richard C. Dell
Title: President and CEO

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF PENNSYLVANIA
COUNTY OF CUMBERLAND

ss.:

On this 11th day of April 2006, before me, the undersigned, personally appeared Richard C. Dell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President and CEO of HD Acquisition Corp., and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
NOTARY SEAL



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sally Danko, Notary Public
Camp Hill Boro, Cumberland County
M., Commission Expires Feb. 5, 2008
Member, Pennsylvania Association Of Notaries