

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Easy Gardener Products, Ltd.		06/16/2006	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Green Thumb Acquisition Corporation		
Street Address:	1001 Brickell Bay Drive, 26th Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78430047	EASY GARDENER X-TREME DEER BARRIER	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-819-8923		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Matthew Bart c/o White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1520067-0145		
NAME OF SUBMITTER:	Matthew Bart		
Signature:	/Matthew Bart/		
Date:	11/02/2006		

CH \$40.00 78430047

Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property dated June 16, 2006 (the "Assignment"), is among Easy Gardener Products, Ltd., a Texas limited partnership ("Easy Gardener"), Weatherly Consumer Products Group, Inc., a Delaware corporation and wholly-owned subsidiary of Easy Gardener ("WCPG"), Weatherly Consumer Products, Inc, a Delaware corporation and wholly-owned subsidiary of WCPG ("WCP," and collectively with Easy Gardener and WCPG, the "Sellers"), and Green Thumb Acquisition Corporation, a Delaware corporation (the "Buyer").

RECITALS

WHEREAS, pursuant to that Asset Purchase Agreement dated as of April 19, 2006 (the "Purchase Agreement"), among the Sellers and the Buyer, concurrently with the execution hereof, the Sellers have agreed to sell, and the Buyer has agreed to buy, the Purchased Assets, including all Intellectual Property Rights owned or used by Sellers in the Business and listed on Exhibit A hereto (the "Intellectual Property"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties have agreed as follows:

1. The Sellers hereby irrevocably convey, transfer and assign to the Buyer all worldwide right, title and interest in and to the Intellectual Property, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including all right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith. The assignment of the Intellectual Property granted herein includes an assignment of all goodwill associated therewith.

2. The Buyer and the Sellers hereby agree to execute and deliver any and all additional documents that the Buyer or the Sellers may reasonably request in order to more fully effect the agreements set forth in this Assignment.

3. The undertakings, covenants, and agreements set forth herein shall be binding upon and inure to the benefit of the Buyer and the Sellers and their respective successors and assigns.

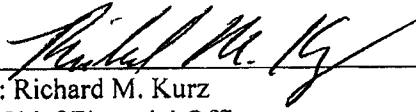
4. The terms and conditions of this Assignment shall be governed and construed in accordance with the laws of the State of Texas.

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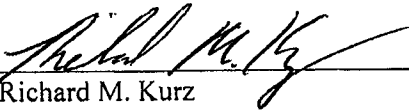
IN WITNESS WHEREOF, the Sellers and Buyer have executed this Assignment as of the date first written above.

EASY GARDENER PRODUCTS, LTD.

By: EG PRODUCT MANAGEMENT, L.L.C.
Its: General Partner

By: 
Name: Richard M. Kurz
Title: Chief Financial Officer

WEATHERLY CONSUMER PRODUCTS GROUP, INC.

By: 
Name: Richard M. Kurz
Title: Chief Financial Officer

WEATHERLY CONSUMER PRODUCTS, INC.

By: 
Name: Richard M. Kurz
Title: Chief Financial Officer

BUYER:

GREEN THUMB ACQUISITION CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Sellers and Buyer have executed this Assignment as of the date first written above.

EASY GARDENER PRODUCTS, LTD.

By: EG PRODUCT MANAGEMENT, L.L.C.
Its: General Partner

By: _____
Name: Richard M. Kurz
Title: Chief Financial Officer

WEATHERLY CONSUMER PRODUCTS GROUP, INC.

By: _____
Name: _____
Title: _____

WEATHERLY CONSUMER PRODUCTS, INC.

By: _____
Name: _____
Title: _____

BUYER:

GREEN THUMB ACQUISITION CORPORATION

By: _____
Name: *Sean Orbolt*
Title: *Secretary*

SCHEDULE A

Trademark

Serial Number

EASY GARDENER X-TREME DEER BARRIER

78430047