

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
KRB Seed Company, LLC		05/17/2004	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Pennington Seed, Inc.
Street Address:	1280 Atlanta Highway
Internal Address:	The Old Federal Reserve Bank Building
City:	Madison
State/Country:	GEORGIA
Postal Code:	30650
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	0853893	BACK YARD
Registration Number:	2648378	BUDD SEED
Registration Number:	2648379	BUDD SEED
Registration Number:	0665221	CAMBRIDGE PARK
Registration Number:	1022815	CRYSTAL PARK
Registration Number:	0855740	FRONT LAWN
Registration Number:	2281943	HOMEOWNER'S CHOICE
Registration Number:	2202038	HOMEOWNER'S CHOICE
Registration Number:	1343084	L LOFTS
Registration Number:	2228191	L LOFTS SEED
Registration Number:	2222758	LOFTS
Registration Number:	1360912	LOFTS JERSEY TURF

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Registration Number:	1353163	LOFTS MIDWEST TURF
Registration Number:	1385369	LOFTS MUSTANG PASTURE MIX
Registration Number:	1367976	LOFTS NEW ENGLAND TURF
Registration Number:	1360911	LOFTS NEW YORK TURF
Registration Number:	1354546	LOFTS PENN TURF
Registration Number:	1036937	MARVELGREEN
Registration Number:	1123415	PINTO
Registration Number:	2510052	THE BEST TURF GROWING
Registration Number:	1968156	TOURSTAR
Registration Number:	2275586	WHERE GREAT GRASS BEGINS

CORRESPONDENCE DATA

Fax Number: (650)614-7401
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-614-7647
Email: agarcia@orrick.com,sdutta@orrick.com
Correspondent Name: Sanjeet Dutta
Address Line 1: 1000 Marsh Road
Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	6257-1
NAME OF SUBMITTER:	Sanjeet Dutta
Signature:	/sd/
Date:	11/03/2006

Total Attachments: 3
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT made and entered into as of this 17 day of May, 2004, by and between **KRB SEED COMPANY, LLC**, a North Carolina limited liability company, with an address at 199 Budd Boulevard, Winston-Salem, North Carolina 27103 (the "Assignor") in favor of **PENNINGTON SEED, INC.**, a Delaware corporation, with an address at 1280 Atlanta Highway, The Old Federal Reserve Bank Building, Madison, GA 30650 (the "Assignee").

RECITALS:

A. Assignor and Assignee have entered into that certain Agreement of Purchase and Sale, dated May 12, 2004 (the "Agreement"), pursuant to which Assignor has sold to Assignee and Assignee has purchased from Assignor certain assets of Assignor.

B. Assignor is executing and delivering this Assignment in connection with consummating the transactions contemplated by the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assignment. Subject to the qualifications and interests of others shown on **Exhibit A**, Assignor assigns, sells and transfers to Assignee, all right, title and interest of Assignor in and to all of the intellectual property identified on **Exhibit A** attached to this Assignment and incorporated herein by this reference including, but not limited to, any and all registrations and certifications of such intellectual property or applications for such registrations and certifications, together with the right to sue for all past infringement thereof (collectively, the "Intellectual Property").

2. Representations and Warranties. Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and conditions of the Agreement and Assignee acknowledges that the sole extent of Assignor's representations and warranties with regard to the Intellectual Property are set forth in the Agreement and Assignor makes no other representation or warranty of any kind with respect to the Intellectual Property.

3. Governing Law. This Assignment shall be governed by and construed under the laws of North Carolina.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

KRB SEED COMPANY, LLC,
a North Carolina limited liability company

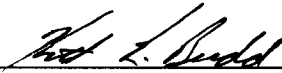
By: 
Kenneth R. Budd, Member/Manager

EXHIBIT A

KRB SEED COMPANY, LLC TRADEMARKS				
MARK	STATUS	SERIAL NO.	REG. NO./ REG. DATE	GOODS/SERVICES
BACK YARD	Renewed 8/6/88	72/258,775	853,893 8/6/68	Grass Seed
BUDD SEED	Registered	76/195,105	2,648,378 11/12/02	Grass Seed
BUDD SEED and Design	Registered	76/195,106	2,648,379 11/12/02	Grass Seed
CAMBRIDGE PARK	Renewed 8/5/78 & 7/6/98	72/038,480	665,221 8/5/58	Lawn Grass Seed
CRYSTAL PARK	Renewed 8/30/95	73/044,651	1,022,815 10/14/75	Grass Seed
FRONT LAWN	Renewed 9/3/88	72/258,776	855,740 9/3/68	Grass Seed
HOMEOWNER'S CHOICE	Registered	75/225,265	2,281,943 9/28/99	Grass Seed
HOMEOWNER'S CHOICE	Registered	75/225,262	2,202,038 11/3/98	Grass Seed
L LOFTS	Sec. 8 & 15 Accepted & Acknowledged	73/459,078	1,343,084 6/18/85	Grass Seed
L LOFTS SEED	Registered	75/415,245	2,228,191 3/2/99	Fertilizers for agricultural and domestic use; herbicides and insecticides for agricultural and domestic use; grass seed
LOFTS	Registered	75/415,235	2,222,758 2/9/99	Fertilizers for agricultural and domestic use; herbicides and insecticides for agricultural and domestic use; grass seed
LOFTS JERSEY TURF	Sec. 8 & 15 Accepted & Acknowledged	73,455,710	1,360,912 9/17/85	Grass Seeds
LOFTS MIDWEST TURF	Sec. 8 & 15 Accepted & Acknowledged	73/455,711	1,353,163 8/6/85	Grass Seeds
LOFTS MUSTANG PASTURE MIX	Sec. 8 & 15 Accepted & Acknowledged	73/455,801	1,385,369 3/4/86	Mixed Grass Seed for Pasture
LOFTS NEW ENGLAND TURF	Sec. 8 & 15 Accepted & Acknowledged	73/455,707	1,367,976 10/29/85	Grass Seeds
LOFTS NEW YORK TURF	Sec. 8 & 15 Accepted & Acknowledged	73/455,709	1,360,911 9/17/85	Grass Seeds
LOFTS PENN TURF	Sec. 8 & 15 Accepted & Acknowledged	73/455,708	1,354,546 8/13/85	Grass Seeds

KRB SEED COMPANY, LLC TRADEMARKS				
MARK	STATUS	SERIAL NO.	REG. NO./ REG. DATE	GOODS/SERVICES
MARVELGREEN	Renewed 5/2/96	73/044,627	1,036,937 3/30/76	Grass Seed
PINTO	Renewed 9/16/99	73/173,735	1,123,415 7/31/79	Wild Flower Mix
THE BEST TURF GROWING	Registered	76/195,194	2,510,052 11/20/01	Grass Seed
TOURSTAR	Registered	74/640,733	1,968,156 4/16/96	Seeds, namely grass seeds
WHERE GREAT GRASS BEGINS	Registered	75/415,246	2,275,586 9/7/99	Fertilizers for domestic use; grass seed
**HOMERUN	Abandoned	74/330,224	1,781,645 7/13/93	Grass Seed
**MARYLAND-VIRGINIA	Abandoned	74/262,541	1,751,464 2/9/93	Grass Seed
**MARYLAND-VIRGINIA	Abandoned	74/303,962	1,792,260 9/14/93	Grass Seed

**KRB Seed Company, LLC did not renew the registrations for the marks HOMERUN and VIRGINIA-MARYLAND when due because these marks were not in use at that time. They are included in the Purchased Assets only to the extent, if any, that KRB Seed Company, LLC may retain any right, title or interest in them.