



103339453 SHEET
TRADEMARKS ONLY

2006 NOV 20 PM 3:05

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents on the new address(es) below.

11.20.06

1. Name of conveying party(ies):

A.E. MCKENZIE CO. INC.
30 - 9th Street, PO Box 1060
Brandon, MB, Canada, R7A 6E1

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

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 1, 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: Jiffy Canada Inc.

Internal

Address: c/o Jiffy Products of America, Inc.

Street Address: 600 Industrial Parkway

City: Norwalk

State: OH

Country: USA Zip: 44857

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

B. Trademark Registration No.(s)

3102515 and 1228674

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: Aikins, MacAulay &

Internal Address: Thorvaldson LLP

Street Address: 30th Fl., 360 Main St.

City: Winnipeg

State: Manitoba Zip: R3C 4G1

Phone Number: 204-957-4781

Fax Number: 204-957-4298

Email Address: phillips@aikins.com

6. Total number of applications and registrations involved:

Two (2)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Arlene P. Phillips
Signature

November 14, 2006
Date

Arlene P. Phillips
Name of Person Signing

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

11/21/2006 DBYRNE 00000036 3102515

Documents not recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:0521
02 FC:0522

Refund Ref: 11/21/2006 DBYRNE 000014467

CHECK Refund Total: \$15.00

ASSIGNMENT OF U.S. TRADEMARK

WHEREAS, A.E. McKenzie Co. Inc., McFayden Seed Co. Ltd., McConnell Nurseries Inc., and Pike & Co. Ltd., each a Canadian corporation, and having a place of business at 30-9th Street Brandon, Manitoba (collectively, the "Assignors"), are the sole and exclusive owners of the marks "Gusto Italia" and "The Garden Corner" under United States trademark Registration Nos. 3,102,515 and 1,228,674 respectively (collectively, the "Marks"); and

WHEREAS, JIFFY CANADA INC., having a place of business at c/o Jiffy Products of America, Inc., 600 Industrial Parkway, Norwalk, OH 44857 (the "Assignee"), desires to acquire the entire rights, titles and interests in, to and under said Marks and the registration thereof;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), to it in hand paid by said Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignors do hereby sell, assign, transfer and set over to said Assignee all their respective right title and interest in, to and under said Marks and registration, together with the goodwill of the business symbolized by the Marks, together with all rights and privileges granted and secured thereby, including the rights to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignors if this Assignment and sale had not been made.

IN TESTIMONY WHEREOF, each of the Assignors has executed this Assignment by its proper officers thereunto duly authorized this 1st day of November, 2006.

A.E. McKENZIE CO. INC.

Per: J. D. Fearn

Per: Stan Bohm -

McFAYDEN SEED CO. LTD.

Per: J. D. Fearn

Per: Stan Bohm -

McCONNELL NURSERIES INC.

Per: J. D. Fearn

Per: Stan Bohm -

PIKE & CO. LTD.

Per: J. M. Fearn

Per: Ken Nelson

PROVINCE OF MANITOBA, CANADA

Subscribed and sworn to before me this 1st day of November, 2006.

[Signature]
Notary Public

~~My Commission Expires: _____~~