

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Order Granting Receiver's Petition to Sell Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Union Wadding Company		04/11/2007	CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Jiffy Products of America, Inc.		
Street Address:	600 Industrial Parkway		
City:	Norwalk		
State/Country:	OHIO		
Postal Code:	44857		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0677512	JIFFY PLANTER	
CORRESPONDENCE DATA			
Fax Number:	(312)427-6663		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 427-1300		
Email:	CHIUSTM@LADAS.NET		
Correspondent Name:	Ladas & Parry LLP		
Address Line 1:	224 South Michigan Avenue		
Address Line 2:	Suite 1600		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	/JOHN E. MCKIE/		
Signature:	/JOHN E.MCKIE/		
Date:	04/20/2007		

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Total Attachments: 6

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STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

Kenneth W. Washburn
Plaintiff

Vs.

P.B. No. 04-5641

Union Wadding Company
Defendant

**ORDER GRANTING RECEIVER'S PETITION TO
SELL TRADEMARK FREE AND CLEAR OF LIENS**

This cause having come on for Hearing on the Receiver's Petition to Sell Trademark Free and Clear of Liens (the "Petition"), it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. That due and timely notice of the Petition has been given to all parties who have recorded liens against the assets of the Defendant at the Uniform Commercial Code Division of the Office of the Secretary of State for the State of Rhode Island, as set forth on the Schedule of UCC Financing Statements annexed hereto and hereby incorporated herein, to all creditors of the Defendant who have filed Proofs of Claim herein, to all stockholders of the Defendant, and to all other interested parties as set forth in the Affidavit of Notice filed by the Receiver relative to the Petition.

2. That the Court finds and hereby rules that the sale of the Defendant's trademark as described and set forth in the Petition and the Offer annexed thereto is fair and commercially reasonable, that the terms and conditions of said sale are fair and commercially reasonable, that the

Purchaser is a good faith purchaser, and good cause exists for granting the relief requested in the Petition.

3. That the Receiver is hereby authorized to sell the Defendant's trademark "JIFFY PLANTER," U.S. Trademark Registration No. 677512, as described in said Petition (the "Trademark"), free and clear of all security interests, liens, encumbrances, claims and interests, including but not limited to, all statutory liens and claims of the City of Pawtucket and all other municipal authorities, to Jiffy Products of America, Inc., or its nominee, upon the terms and conditions set forth in the Offer annexed hereto and hereby incorporated herein, and all mortgages, security interests, liens, encumbrances, claims and interests against the Trademark, including but not limited to, all statutory liens or other claims of the City of Pawtucket and all other municipal authorities, are hereby transferred to the sale proceeds of the Trademark in the same priority as prior to such transfer.

4. That the Receiver is hereby authorized to execute and deliver any and all documents, including but not limited to, a Receiver's Bill of Sale and a Receiver's Assignment, conveying all of her right, title and interest as Permanent Receiver in and to the Trademark, free and clear of all security interests, liens, encumbrances, claims and interests, including but not limited to, all statutory and other claims of the City of Pawtucket and all other municipal authorities, to said Jiffy Products of America, Inc., or its nominee, upon the terms and conditions set forth in the Offer annexed hereto, and to take all other actions reasonably necessary to effectuate this Order and to consummate said sale.

5. That all parties who claim a security interest, lien, encumbrance, claim or interest against the Trademark, including but not limited to, those parties set forth on the Schedule of UCC

Financing Statements annexed hereto, including the City of Pawtucket and all other municipal authorities, are hereby directed to execute and deliver to the Receiver, within seven days of her written request, lien releases, tax lien discharges, UCC Financing Termination Statements, and any and all other documents necessary to evidence the release and discharge of such security interests, liens, encumbrances, claims and interests against the Trademark, as the Receiver may determine in her sole discretion to be necessary. The execution and delivery of the same shall be without prejudice to or waiver of any and all rights, claims and interests of such parties against the proceeds from the sale of the Trademark.

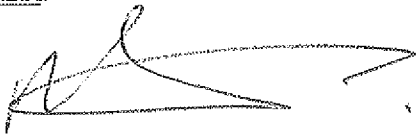
6. That all security interests, liens, encumbrances, claims and interests asserted against the Trademark, including but not limited to, the security interests, liens, encumbrances, claims and interests asserted by those parties listed on the Schedule of UCC Financing Statements annexed hereto, including the City of Pawtucket and all other municipal authorities, are hereby declared to be released and discharged with respect to the Trademark upon consummation of the aforesaid sale.

ENTER:

BY ORDER:

Associate Justice

Dated:



Sitverter

1/11/07


Clerk, Superior Court
Asst Supervisory

This Order was prepared by Diane Finkle, Receiver of the above-named Defendant, Winograd, Shine & Zacks, P.C., 123 Dyer Street, Providence, RI 02903, (401) 273-8300.

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

Kenneth W. Washburn
Plaintiff

Vs.

P.B. No. 04-5641

Union Wadding Company
Defendant

OFFER TO PURCHASE TRADEMARK

To Diane Finkle, Receiver of the above-named Defendant:

The undersigned ("Purchaser") does hereby offer to pay Five Thousand Dollars (\$5,000.00) to Diane Finkle as Court-appointed Receiver of Defendant Union Wadding Company, for all of the right, title, and interest of Defendant Union Wadding Company, free and clear of mortgages, security interests, liens, encumbrances, claims and interests, in and to the "JIFFY PLANTER" trademark of the Defendant, and U.S. Trademark Registration No. 677512, for that Trademark "JIFFY PLANTER", in connection with "flower seeded mat," (herein-after the "Trademark").

The Purchaser hereby encloses a certified check or bank check in the amount of Five Thousand Dollars (\$5,000.00) in connection with this Offer, representing the full purchase price. It is understood that you will hold this sum in escrow, in an interest bearing account, pending submission of this Offer to the Rhode Island Providence County Superior Court in this receivership proceeding (the "Court").

This Offer fully and completely expresses the parties' agreement, and all understandings and agreements heretofore had between the parties, if any, are extinguished and of no force and effect except to the extent such are expressly set forth herein. This Offer is entered into after full investigation by the Purchaser of the Trademark, and no reliance is made by Purchaser upon any statements or representations not embodied in this Offer.

If you are agreeable to accepting this Offer on the terms herein stated, please indicate below. This Offer and the agreement herein between the parties is subject to the approval of the Court. The Purchaser understands that the Receiver and the Court may entertain any higher Offers for the Trademark

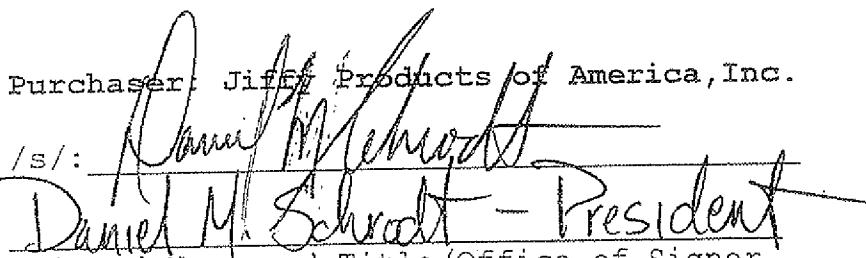
prior to Court approval of this Offer. In the event this Offer is approved by the Court, the purchase price shall be released from escrow and paid to the Receiver on the first business day following the date of the entry of the Court Order approving this Offer, so long as such Court Order is not the subject of an injunction or stay prohibiting consummation of the sale contemplated in this Offer (the "Closing Date"). It is agreed and understood that time is of the essence.

If Court approval of this Offer is not obtained within 60 days from the date of the Receiver's acceptance hereof, the Receiver at her option, may terminate this Offer, whereupon the Receiver shall return to the Purchaser the purchase price with interest earned thereon, if any, and this offer shall be null and void, without recourse of the parties hereto.

This Offer and the transfers resulting from this Offer are and shall be made without any representations or warranties whatsoever, by or from the Receiver, her agents, attorneys, consultants, or other representatives, or any other party, including but not limited to, any representations or warranties concerning quantity, quality, status, validity, effectiveness, condition, non-infringement, merchantability, fitness for any purpose, or any other aspects of the Trademark, and the Trademark is sold "as is", "where is", and "with all faults."

Purchaser: Jiffy Products of America, Inc.

/s/:

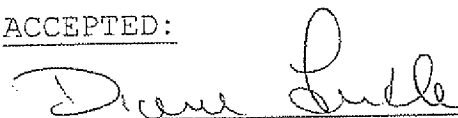

Daniel M. Schrodt - President

Printed Name and Title/Office of Signer

Purchaser is a Del. Corp. with offices at:
600 Industrial Parkway, Norwalk, Ohio 44857,
Tel. (419) 660-1177

Dated: 3-1-2007

ACCEPTED:



Diane Finkle, Esq., as and only as
Receiver of Union Wadding Company,
and not individually

Dated: 3/28/07

SCHEDULE OF UCC FINANCING STATEMENTS

Copelco Capital, Inc.
P.O. Box 728
Park Ridge, NJ 07656

Citizens Bank of Rhode Island
c/o Robert Mace
Vice President Special Assets
53 State Street Building
Boston, MA 02109

The CIT Group
Commercial Services, Inc.
1211 Avenue of the Americas
New York, NY 10036

National Corporate Research
225 West 34th Street
Suite 910
New York, NY 10122

Core Business Technologies
P.O. Box 728
Park Ridge, NJ 07656