

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Floragem LLC		04/10/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Homer TLC, Inc.		
Street Address:	1404 Society Drive		
City:	Claymont		
State/Country:	DELAWARE		
Postal Code:	19703		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2718435	VIVA!	
Registration Number:	2485981	VIVA!VEGGIES	
Registration Number:	2362305	VIVA! HERBS	
CORRESPONDENCE DATA			
Fax Number:	(302)798-2513		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	302 798 0620		
Email:	trade_marks@homedepot.com		
Correspondent Name:	Steven M Levy		
Address Line 1:	1404 Society Drive		
Address Line 4:	Claymont, DELAWARE 19703		
ATTORNEY DOCKET NUMBER:	VIVA		
NAME OF SUBMITTER:	Steven M Levy		
Signature:	/Steve M Levy/		

CH \$90.00 2718435

Date:

07/11/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective as of the date of complete execution, is by and between Floragem, LLC., with offices located at 3742 Blue Bird Canyon Road, Vista, California 92084 ("Assignor") and Homer TLC, Inc., a Delaware corporation located at 1404 Society Drive, Claymont, DE 19703 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the Assigned Marks as defined in Section 1.2 below; and

WHEREAS, Assignor has agreed to transfer and assign all of its right, title and interest in the Assigned Marks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

I. DEFINITIONS

1.1 To the extent that the definitions and terms used herein are inconsistent with corresponding definitions in the Agreement and Assignment of Rights executed as of the same date as this Assignment between the Parties hereto, the definitions and terms contained herein shall control and be used for purposes of this Assignment.

1.2 "Assigned Marks" as used herein shall mean the Assignor Trademarks and Assignor Common Law Marks.

1.3 "Assignor Common Law Marks" shall mean the mark or term VIVA! used in the United States of America and Canada for any goods or services, regardless of whether it is used alone or with other words, terms or symbols.

1.4 "Assignor Trademarks" shall mean all trademarks, including all registrations and applications therefor, owned by Assignor for the mark TRADEMARK, all of which are listed on Schedule I hereto.

II. ASSIGNMENT

2.1 Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all right, title and interest it now has or ever has had in and to each of the Assigned Marks together with the goodwill of the business symbolized thereby, including but not limited to any applications or registrations therefor, together with all claims that can or may be asserted by Assignor arising out of or relating to the use or ownership of any of the Assigned Marks.

2.2 As of the date of the Assignment, Assignee shall have all benefits, privileges, causes of actions and remedies arising out of or relating to the Assigned Marks or the exploitation thereof, including without limitation the exclusive right to apply for and maintain all applications, registrations or renewals for the Assigned Marks; to sue for all past or future infringements of the Assigned Marks or other violations of any rights in the Assigned Marks and to settle and retain proceeds from any such action. In addition, as of the effective date, Assignee assumes full responsibility for and Assignor is relieved of all future obligations relating to the Assigned Marks, including but not limited to all costs, taxes and fees that accrue after the effective date for preparing and recording any assignments contemplated herein; maintaining, defending, enforcing and litigating rights in the Assigned Marks; or otherwise registering, renewing or maintaining any trademark registrations for the Assigned Marks.

2.3 Monetary consideration for the Assignment is set forth in the Amended And Restated License Agreement and this Assignment shall not be effective prior to payment in full of all such consideration, without deduction or offset.

III. ADDITIONAL DOCUMENTS

3.1 This Assignment shall automatically be binding on Assignor and Assignee as of the date of complete execution.

3.2 Upon request from Assignee and at Assignee's expense, Assignor shall furnish, execute, verify and acknowledge such documents or information, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee may request from time to time, to perfect and vest title in the Assigned Marks in Assignee, or Assignee's assigns.

IN WITNESS WHEREOF, the parties hereto have each caused this Trademark Assignment to be duly signed as of the date first written above.

FLORAGEM, LLC.

By: Ken Altman
Name: Ken Altman
Title: Managing Director, Floragem

HOMER TLC, INC.

By: [Signature]
Name: Steven M. Levy
Title: April 10, 2007
President



SCHEDULE I

The trademark VIVA! in the United States of America and Canada and all registrations of the VIVA! trademark in each of the above-mentioned jurisdictions or any sub-jurisdictions therein.

Without limitation, the following shall be included in the definition of Assigned Marks:

UNITED STATES OF AMERICA

Trademark:	Trademark Reg. Nos.:
VIVA!	2,718,435
VIVA! Veggies	2,485,981
VIVA! Herbs	2,362,305

CANADA

Trademark:	Trademark Reg. Nos.
VIVA!	TMA630,141
VIVA! Veggies	TMA630,140
VIVA! Herbs	TMA630,139