

FORM PTO-1594 (Modified)  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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TMOS/REV03

RECORDATION FORM COVER SHEET

Docket No.:

NGA-111J

TRADEMARKS / SERVICE MARKS ONLY

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Myseasons.com, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other \_\_\_\_\_

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: October 31, 2001

2. Name and address of receiving party(ies):

Name: National Gardening Association, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1100 Dorset Street

City: South Burlington State: VT ZIP: 05401

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Vermont
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark / Service Mark Application No.(s)

B. Trademark / Service Mark Registration No.(s)

2,477,772

Additional numbers  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kirk Teska

Internal Address: Iandiorio & Teska

Street Address: 260 Bear Hill Road

City: Waltham State: MA ZIP: 02451

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

09-0002

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kirk Teska

Name of Person Signing

Signature

9/26/07

Date

5

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003628 FRAME: 0652

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002/005

## ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS (this "Assignment") is executed effective as of the 31st day of October, 2001 ("Effective Date"), by and between MYSEASONS.COM, INC., a Delaware corporation ("Assignor"), and NATIONAL GARDENING ASSOCIATION, INC., a Vermont not for profit corporation ("Assignee").

### RECITALS

- A. Assignor and Assignee are parties to a Stipulation for Settlement of Claims, Relief from Automatic Stay, Turnover of Collateral, and Withdrawal of Assets from Auction, dated August 23, 2001 (the "Stipulation"), which Stipulation was approved by the United States Bankruptcy Court for the District of Delaware, pursuant to which Assignor has agreed to assign and Assignee has agreed to acquire, certain assets, properties and rights pertaining to the business of Assignor.
- B. In furtherance of the transactions contemplated by the Stipulation, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, any and all U.S. trademark registrations, U.S. applications for trademark registration, foreign trademark registrations, foreign applications for trademark registration, unregistered trademarks, tradenames and assumed names, whether or not set forth on Schedule A, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully as the same would have been held and enjoyed by Assignor if this Assignment had not been made. This transfer includes the right to all income, royalties or, payments now or hereafter due or payable with respect to the Marks, including, without limitation, all claims for damages by reason of past, present and future infringements or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

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003/005

2. **Recording of Ownership.** Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as assignee and owner of the Trademarks, and applications and registrations therefor, in the United States of America.

3. **Further Assistance.** Subject to the terms and conditions of the Stipulation and to the extent reasonably practicable, Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Trademarks; (b) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, but not limited to, testifying as to any facts relating to the Trademarks assigned herein and this Assignment; (c) in obtaining any additional protection for the Trademarks that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States of America or any other country; and (d) the implementation and perfection of this Assignment.

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SCHEDULE AUnited States Trademarks

mySEASONS  
mySEASONS and Design  
GoGarden!  
owner is Assignee)  
The Backyard Companion  
Backyard Companion  
Learning Garden  
Gardeners Serving Gardeners  
Infodigger  
owner is Assignee)

Serial No.: 75875789  
Serial No.: 76061298 (suspended)  
Registration No.: 2379491 (currently record  
  
Registration No.: 1799881 (cancelled); The  
Serial No.: 75829335 (abandoned)  
Registration No.: 2477772  
Serial No.: 76028338  
Registration No.: 2428208 (currently record

BTW/196495 3

TRADEMARK

REEL: 003628 FRAME: 0656

**IANDIORIO & TESKA**

INTELLECTUAL PROPERTY LAW ATTORNEYS

Joseph S. Iandiorio  
Kirk Teska  
Thomas E. Thompkins, Jr.  
Roy J. Coleman  
David W. Poirier

260 BEAR HILL ROAD  
WALTHAM, MASSACHUSETTS 02451-1018

Tel: (781) 890-5678  
Fax: (781) 890-1150  
e-mail: [admin@iandiorio.com](mailto:admin@iandiorio.com)  
web: [www.iandiorio.com](http://www.iandiorio.com)

**FACSIMILE MESSAGE**

DATE: September 26, 2007      Our Ref.: NGA-111J  
Trademark Registration No.: 2,477,772

TO: Assignment Division

OF: United States Patent and Trademark Office

FAX NO.: (571) 273-0140

FROM: Kirk Teska

NO. OF PAGES (including this cover sheet): 6

MESSAGE:

Please see the attached documents for recordation and kindly acknowledge receipt of this transmission via return facsimile.

Sincerely,



Kirk Teska

*If you have any problem receiving this transmission, please call us at (781) 890-5678.*

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