

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Briggs Nursery, Inc.		02/18/2008	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Briggs Nursery, LLC		
<b>Street Address:</b>	c/o The Spring Garden Group, 572 Washington Street, Suite 19		
<b>City:</b>	Wellesley		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02482		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2601593	QUALITY THAT GROWS	
<b>Registration Number:</b>	2715979	QUALITY THAT GROWS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)523-6215		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(617) 589-3814		
<b>Email:</b>	cgriffin@davismalm.com		
<b>Correspondent Name:</b>	Davis, Malm & D'Agostine, P.C.		
<b>Address Line 1:</b>	One Boston Place		
<b>Address Line 2:</b>	ATTN: Christopher J. Griffin		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02108		
<b>NAME OF SUBMITTER:</b>	Christopher J. Griffin		
<b>Signature:</b>	/Christopher J. Griffin/		
<b>Date:</b>	06/13/2008		

OP \$65.00 2601593

Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS, Briggs Nursery, Inc. (hereinafter referred to as ASSIGNOR), a Washington corporation, having a mailing address of P.O. Box 7309, Olympia, Washington 98507, is the owner of record of the following United States trademark registrations and trademarks:

- (1) United States Registration No. 2,601,593, registered July 30, 2002, for the trademark "QUALITY THAT GROWS";
- (2) United States Registration No. 2,715,979, registered May 13, 2003, for the trademark "QUALITY THAT GROWS"; and
- (3) Washington State Trademark Registration No. 28,822, registered May 13, 2003, renewed June 5, 2006, for the trademark "BRIGGS NURSERY, INC. WHOLESALE GROWERS SINCE 1912 (and Design)",

(hereinafter said registrations and said trademarks are collectively referred to as the "Trademarks"); and

WHEREAS, Briggs Nursery, LLC (hereinafter referred to as ASSIGNEE), a Delaware limited liability company, having a mailing address of c/o The Spring Garden Group, Inc., 572 Washington Street, Suite 19, Wellesley, Massachusetts 02482, is desirous of acquiring the entire right, title and interest in and to the Trademarks and the goodwill of the business in connection with which the Trademarks are used.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, all right, title and interest in and to the Trademarks, including said registrations and said trademarks comprising the Trademarks, in all countries of the world, and all common law rights therein, and the goodwill of the business in connection with which the Trademarks are used, together with all rights of ASSIGNOR associated therewith, including the right to claim priority rights deriving from the Trademarks by virtue of international convention, treaty or otherwise, all claims for damages by reason of past infringements of the Trademarks, and the right to sue and collect such damages.

ASSIGNOR

Briggs Nursery, Inc.

By: \_\_\_\_\_

Gary E. Briggs, President

\_\_\_\_\_

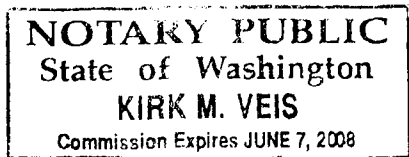
Feb 18 08

Date

State of Washington )  
 ) ss.  
County of )

I certify that I know or have satisfactory evidence that Gary E. Briggs is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of Briggs Nursery, Inc. to be the free and voluntary act of said corporation for the uses and purposes mentioned in the instrument.

Dated February 18, 2008



Signature of Notary Public Kirk M. Veis

Printed Name Kirk M. Veis

My appointment expires 6/7/2008