

**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>
BlueYellow, LLC		06/16/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Greenscapes Home and Garden Products, Inc.		
<b>Street Address:</b>	200 Union Grove NE		
<b>City:</b>	Calhoun		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30701		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3098846	BLUEYELLOW	
Registration Number:	3074341	BLUEYELLOW	
Registration Number:	3156688	BLUEYELLOW PROFESSIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)584-1461		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-652-4735		
<b>Email:</b>	bfdedwar@gapac.com		
<b>Correspondent Name:</b>	Barbara F. Edwards		
<b>Address Line 1:</b>	133 Peachtree St, NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30303		
<b>NAME OF SUBMITTER:</b>	Barbara F. Edwards		
<b>Signature:</b>	/bfe/		

CH 3098846 \$90.00

Date:

06/25/2008

**Total Attachments: 4**

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made and entered into by and between **BlueYellow, LLC**, a Delaware limited liability company with an address located at 133 Peachtree Street, Atlanta, GA 30303 ("Assignor") and **Greenscapes Home and Garden Products, Inc.**, a Georgia corporation, with an address of 200 Union Grove NE, Calhoun, GA 30701 ("Assignee").

WHEREAS, Assignor agrees to assign ownership of Assignor's trademarks set forth on Schedule A ("Trademarks"), attached hereto and incorporated herein, to Assignee under the terms of this Assignment; and

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to Trademarks, and the goodwill associated therewith; and

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith.

NOW, THEREFORE, in consideration of the foregoing, the sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor shall sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Trademarks together with the goodwill of the business in connection with which the Trademarks are used for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, 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.

2. Assignee shall request the individual or agency responsible for trademarks, service marks, trade/assumed names in the appropriate country, to record Assignee as owner of the Trademarks, including any variations thereof, for the sole use and enjoyment of assignee, its successors, assigns or other legal representatives.

3. Assignor hereby represents and warrants that it owns all right, title and interest in and to the Trademarks free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

4. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens

and other documentation as may be reasonably required): (i) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Trademarks; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Trademarks, including, but not limited to, testifying as to any facts relating to the Trademarks assigned herein and this Assignment; and (iii) in the implementation, recordation or perfection of this Assignment.

5. This Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

IN TESTIMONY WHEREOF, each of Assignor and Assignee has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on the respective dates written below.

**BlueYellow, LLC**

By: Patrick J. Boushka *PJB*  
Name: Patrick J. Boushka  
Title: Vice President  
Date: 6/16/08

**Greenscapes Home and Garden  
Products, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

and other documentation as may be reasonably required): (i) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Trademarks; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Trademarks, including, but not limited to, testifying as to any facts relating to the Trademarks assigned herein and this Assignment; and (iii) in the implementation, recordation or perfection of this Assignment.

5. This Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

IN TESTIMONY WHEREOF, each of Assignor and Assignee has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on the respective dates written below.

**BlueYellow, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Greenscapes Home and Garden  
Products, Inc.**

By: RE SAGE  
Name: R.E. Sage  
Title: CEO  
Date: 6-15-08

Schedule ATrademarks

<b>Full Mark Name</b>	<b>Country</b>	<b>Goods</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
BLUEYELLOW	USA	Seed bed units consisting of a biodegradable roll containing grass seed and fertilizer	3098846	May 30, 2006
BLUEYELLOW & Design	USA	Seed bed units consisting of a biodegradable roll containing grass seed and fertilizer	3074341	March 28, 2006
BLUEYELLOW PROFESSIONAL	USA	Seed bed units consisting of a biodegradable roll containing grass seed and fertilizer	3156688	October 17, 2006