

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rynel, Inc.		05/27/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Grow-Tech, Inc.
Street Address:	41 Capitol Avenue
City:	Lisbon Falls
State/Country:	MAINE
Postal Code:	04252
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2802098	FLEXIMIX

CORRESPONDENCE DATA

Fax Number: (207)774-1127
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (207) 774-1200
 Email: jkeenan@bssn.com
 Correspondent Name: James F. Keenan, Jr.
 Address Line 1: 100 Middle Street
 Address Line 4: Portland, MAINE 04104

NAME OF SUBMITTER:	James F. Keenan, Jr.
Signature:	/James F. Keenan, Jr./
Date:	04/23/2009

Total Attachments: 7
 source=Assignment of IP Assets#page1.tif

OP \$40.00 2802098

900132518

**TRADEMARK
 REEL: 003975 FRAME: 0866**

source=Assignment of IP Assets#page2.tif
source=Assignment of IP Assets#page3.tif
source=Assignment of IP Assets#page4.tif
source=Assignment of IP Assets#page5.tif
source=Assignment of IP Assets#page6.tif
source=Assignment of IP Assets#page7.tif

**ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS,
COMPUTER SYSTEMS AND RELATED INTANGIBLES**

This Assignment ("Assignment") is entered into as of May 27, 2008 by Rynel Inc., a Delaware corporation ("Assignor") on behalf of Grow-Tech, Inc., a Delaware corporation ("Assignee"). For good and valuable consideration stated elsewhere, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment. Assignor hereby assigns, sells, grants and conveys to Assignee and its successors, assigns and designees, the following property used and/or associated with Assignor's Business (defined below):

- (a) Assignor's entire rights, title, and interests throughout the world in and to the Trademarks (defined below), together with all claims, either in law or in equity, and damages for past, present or future infringements of the Trademarks, with the right to sue for, and collect the same for, Assignee's own use and benefit and for the use and benefit of Assignee's successors and assigns. Further, and without limitation, Assignor assigns, sells and conveys to Assignee any and all rights of Assignor, express or implied, legal or equitable, in and to all trademarks based upon, derived from, or incorporating the Trademarks and all licenses or use agreements relating to the Trademarks, including, without limitation, all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto.
- (b) Assignor's entire rights, title, and interests throughout the world in and to the Copyrights (defined below), together with all claims, either in law or in equity, and damages for past, present or future infringements of the Copyrights, with the right to sue for, and collect the same for, Assignee's own use and benefit and for the use and benefit of Assignee's successors and assigns. Further, and without limitation, Assignor assigns, sells and conveys to Assignee any and all rights of Assignor, express or implied, legal or equitable, in and to all works based upon, derived from, or incorporating the Copyrights and all licenses or use agreements relating to the Copyrights, including, without limitation, all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto.
- (c) Assignor's entire rights, title, and interests throughout the world in and to the Trade Secrets (defined below), together with all claims, either in law or in equity, and damages for past, present or future misappropriations of the Trade Secrets, with the right to sue for, and collect the same for, Assignee's own use and benefit and for the use and benefit of Assignee's successors and assigns. Further, and without limitation, Assignor assigns, sells and conveys to Assignee any and all rights of Assignor, express or implied, legal or equitable, in and to all works, products and/or innovations based upon, derived from, or incorporating the Trade Secrets and all licenses or use agreements relating to the Trade Secrets, including, without limitation, all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto.

- (d) Assignor's entire rights, title, and interests throughout the world in, to and under any Inventions (defined below), together with all claims, either in law or in equity, and damages for past, present or future infringements or misappropriations of the Inventions, with the right to sue for, and collect the same for, Assignee's own use and benefit and for the use and benefit of Assignee's successors and assigns. Further, and without limitation, Assignor assigns, sells and conveys to Assignee any and all rights of Assignor, express or implied, legal or equitable, in and to all works, products, and/or innovations based upon, derived from, or utilizing the Inventions and all licenses or use agreements relating to the Inventions, including, without limitation, all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto.
- (e) All ownership and/or license rights in and to any and all Computer Systems (defined below) and URLs (defined below) and all intellectual property rights associated with the foregoing, including, without limitation (i) all copyright rights under all copyright laws of the United States and all other countries for the full term thereof (and including all rights accruing by virtue of bilateral or international copyright treaties and conventions), including, but not limited to, all registrations and applications for registration and renewals, extensions, reversions or restorations thereof now or hereafter provided by law; (ii) all rights to and under new and useful inventions, all improvements thereof and all know-how related thereto, including all Letters Patent and applications for Letters Patent in the United States and worldwide, and all reissues, extensions, renewals, divisions and continuations (including continuations-in-part) thereof, for the full term thereof; (iii) all trade secrets, know-how, techniques, methods, formulations, concepts and inventions (whether or not patentable); and (iv) all trademarks, service marks, trade names, trade dress, logos and design elements and all goodwill associated thereto.

2. Definitions.

- (a) For purposes of this Assignment, the phrase "Assignor's Business" means Assignor's separate business division located in Lisbon Falls, Maine which manufactures, sells, licenses and distributes products utilizing the Assignor's proprietary formulations for stabilized media for agricultural and horticultural use.
- (b) For purposes of this Assignment, the term "Trademarks" means any and all trade names, trademarks, service marks, trade dress, logos and design elements owned, used, associated with and/or developed on behalf of Assignor's Business (including, without limitation, all of the trademarks set forth on Exhibit A attached hereto and made a part hereof), and any and all derivations, variations and combinations thereof, all state and federal registrations and applications for registration therefor, all rights to make applications for state and federal registration therefor, and all goodwill associated therewith (including, without limitation, the exclusive right of Assignee to represent itself as carrying on Assignor's Business in succession to Assignor).


- (c) For purposes of this Assignment, the term "Copyrights" means all copyright rights under all copyright laws of the United States and all other countries for the full term thereof (including all rights accruing by virtue of bilateral or international copyright treaties and conventions) owned, used, associated with and/or developed on behalf of Assignor's Business, including, without limitation, all registrations and applications for registration set forth on Exhibit B attached hereto and made a part hereof and any renewals, extensions, reversions or restorations thereof now or hereafter provided by law, and all rights to make applications for copyright registrations and recordations, regardless of the medium of fixation or means of expression.
- (d) For purposes of this Assignment, the term "Trade Secrets" means any and all rights in, to and under any trade secrets, techniques, methods, recipes, formulations, concepts, inventions and other know-how (whether or not patentable) owned, used, associated with and/or developed on behalf of Assignor's Business.
- (f) For purposes of this Assignment, the term "Inventions" means any and all rights in, to and under any new and useful inventions owned, used, associated with and/or developed on behalf of Assignor's Business, all improvements thereof and all know-how related thereto, including, without limitation, all Letters Patent and applications for Letters Patent in the United States and worldwide set forth on Exhibit C attached hereto and made a part hereof, and all reissues, extensions, renewals, divisions and continuations (including continuations-in-part) thereof, for the full term thereof, as well as any and all rights to apply for patents in the United States and in foreign countries for said inventions.
- (g) For purposes of this Agreement, the phrase "Computer Systems" means any and all computer hardware (including, without limitation, all operating system and other embedded and/or installed software), computer software (including without limitation, all object code, source code, access codes, licenses, system architectures, diagrams, drawings, flowcharts, decision trees, matrices, programming logic, algorithms), computer databases (including without limitation, all data and information contained therein and all technologies or systems related thereto), and Internet World Wide Web sites (including, without limitation, all related HTML and similar files, domain names and technologies) owned, used, associated with and/or developed on behalf of Assignor's Business.
- (h) For purposes of this Agreement, the phrase "URLs" means all uniform resource locators and domain names owned, used or associated with Assignor and/or Assignor's Business, including without limitation, the domain name www.grow-tech.com.

3. Further Assurances. Assignor agrees to execute all papers and perform such other acts, as Assignee may deem necessary to secure for Assignee and/or its successors, assignees or designees, the rights herein assigned.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date set forth above.

WITNESS:

Rynel Inc.


Name: Kwan Lu Rinehart

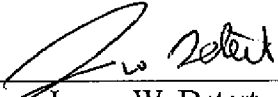
By: 
Name: James W. Detert
Title: President

Exhibit A

Unregistered Trademarks

GROW-TECH



U.S. Trademarks

Trademark	U.S. Reg. No.
FLEXIMIX	2802098
FLEXIPLUG	2129013
ROOTING SPONGE	2216893

International Trademarks

Trademark	Reg. No.
FLEXIPLUG	Int'l Reg. No. 0923722 (Designating European Community)

Exhibit B

Copyright Registrations & Applications

None

Exhibit C

Patents and Patent Applications

U.S. Patents

Title	Patent No.
Apparatus and method for filling trays	6926046

U.S. Patent Applications

Title	App. Ser. No.
Trays for growth plugs, and methods of producing them	10/699587
Apparatus and method for filling trays	11/ 199569