

09-15-2009




U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**IN FORM COVER SHEET
MARKS ONLY**

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9/14/09

1. Name of conveying party(ies): BPV, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>LIMITED LIABILITY COMPANY</u> Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? Name: <u>AMTURF ENTERPRISES, LLC</u> Internal Address: _____ Street Address: <u>4000 EAST 7TH AVENUE</u> City: <u>GARY</u> State: <u>INDIANA</u> Country: <u>USA</u> Zip: <u>46403</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>LLC</u> Citizenship <u>MICHIGAN</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>SEPTEMBER 16, 2008</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>BILL OF SALE</u>			
4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>2308303</u> Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): <u>AMTURF LAWN PATCH</u>	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Gerold L. Stout</u> Internal Address: <u>Hoepfner Wagner & Evans LLP</u> Street Address: <u>1000 East 80th Place</u> <u>6th Floor South Tower</u> City: <u>Merrillville</u> State: <u>Indiana</u> Zip: <u>46410</u> Phone Number: <u>(219) 769-6552</u> Fax Number: <u>(219) 738-2349</u> Email Address: <u>gstout@hwelaw.com</u>		6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>115.00</u> <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed	
9. Signature:  Signature <u>Brett Ellis</u> Name of Person Signing		8. Payment Information: Deposit Account Number _____ Authorized User Name _____ Date: <u>9-11-09</u> Total number of pages including cover sheet, attachments, and document: 5	

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

09/15/2009 DBYRNE 00000006 2308303

01 FC:8521
02 FC:8522

40.00 OP
75.00 OP

ASSIGNED TRADEMARKS

1. Amturf (and design) Reg. No: 1452412
2. Dog Patch Reg. No: 2269486
3. Amturf (and Eagle and Globe Design) Reg. No: 2145480

GENERAL CONVEYANCE, BILL OF SALE AND ASSIGNMENT

THIS GENERAL CONVEYANCE, BILL OF SALE AND ASSIGNMENT (the "Bill of Sale") is made as of September 16, 2008, by BPV, LLC, a Michigan limited liability company ("Seller"), to Amturf Enterprises, LLC, a Michigan limited liability company ("Buyer"). Seller and Buyer entered into a Manufacturing Agreement (the "Manufacturing Agreement"), made as of December 30th, 2005. Capitalized terms not otherwise defined in this Bill of Sale shall have the meanings ascribed to them in the Manufacturing Agreement.

Section 16 of the Manufacturing Agreement provides for the purchase by Buyer from Seller all of Seller's right, title, interest and ownership in the printing plates and cutting dies related to the packaging of Products, which include the items listed on Attachment E (the "Plates and Dies") of the Manufacturing Agreement and the names, trademark (registered and unregistered), service marks, and pending applications for the same listed on Attachment F (the "Trademarks") of the Manufacturing Agreement (as well as all goodwill associated with the Trademarks) (collectively, the "Purchased Assets") for the purchase price of \$1. This instrument is made and delivered in accordance with, and as additional documentation of, the Manufacturing Agreement, and to assure the transfer by Seller to Buyer of the Purchased Assets, without derogating in any way from any separate and more specific instruments of transfer also delivered by Seller to Buyer covering the Purchased Assets.

NOW, THEREFORE, pursuant to the Manufacturing Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. Seller sells, conveys, assigns, transfers and delivers to Buyer and Buyer's successors and assigns all of the Purchased Assets, TO HAVE AND TO HOLD the Purchased Assets forever, free and clear of all claims, liens, encumbrances and restrictions, except as otherwise specifically provided in the Manufacturing Agreement.

2. The Purchased Assets transferred by Seller to Buyer by this Bill of Sale include, but are not limited to, the Purchased Assets listed in Schedule A to this Bill of Sale.

3. Seller covenants with Buyer that Seller will take all such further actions, execute and deliver all such further documents and do all other acts and things as Buyer may reasonably request for the purpose of carrying out the intent of this Bill of Sale.

4. Except as expressly set forth in this Bill of Sale, nothing contained in this instrument shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions, including the representations, warranties, covenants and agreements of Buyer or Seller set forth in the Manufacturing Agreement, this instrument being intended, in part, to effect the transfer of the Purchased Assets sold by Seller to Buyer pursuant to the Manufacturing Agreement.

5. Notwithstanding anything else to the contrary in the Manufacturing Agreement, the Purchased Assets provided hereunder by Seller are provided "AS IS" and without any further

TRADEMARK

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responsibility, liability, remedies or warranties, expressed or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

6. This Bill of Sale shall be governed by, and interpreted and enforced in accordance with, the laws of the state of Michigan, without regard to conflicts of law principles.

This General Conveyance, Bill of Sale and Assignment is signed as of the date first written above.

BPV, LLC

By  _____

Its Managing Member

“Seller”

AMTURF ENTERPRISES, LLC

By  _____

Its C.O.O.

“Buyer”

1584380

Attachment F: Trademarks

AMTURF LAWN PATCH; Reg. No. 2,308,303
AMTURF (and design); Reg. No. 1,452,412
DOG PATCH; Original Reg. No. 2,269,486
AMTURF (and Eagle and Globe Design); Reg. No. 2,145,480
POPPY PATCH; Reg. No. 2,120,568
HERB PATCH
AMPRO
LANDSCAPE SOLUTIONS
KIDS PATCH
GARDEN PATCH
BUTTERFLY PATCH
FAST GREEN
ALL AMERICAN LAWN AND GARDEN (and design)
TURF STARTER MULCH
TURF STARTER MULCH (and design)
TURF STARTER (and design)
TURFX
THE GREEN STUFF
RABBIT BE-GONE
SNAKE BE-GONE
CLIMBERS AND COVERS
COLORSCAPES
LAWN PATCH
AMTURF WILDFLOWERS

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