

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
Floragem, L.L.C.		09/22/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Homer TLC, Inc.		
Street Address:	1007 Orange St., Nemours Bldg.		
Internal Address:	Suite 1424		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2718435	VIVA!	
Registration Number:	2485981	VIVA!VEGGIES	
Registration Number:	2362305	VIVA! HERBS	
CORRESPONDENCE DATA			
Fax Number:	(770)384-5831		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	770 384 4210		
Email:	sheldon_shorter@homedepot.com		
Correspondent Name:	Issac T. Lin		
Address Line 1:	1007 Orange St., Nemours Bldg.		
Address Line 2:	Suite 1424		
Address Line 4:	Wilmington, DELAWARE 19801		
NAME OF SUBMITTER:	Issac T. Lin		

CH \$90.00 2718435

900144091

**TRADEMARK
 REEL: 004069 FRAME: 0576**

Signature:	/Issac T. Lin/
Date:	09/28/2009
Total Attachments: 4 source=FLORAGEM assignment#page1.tif source=FLORAGEM assignment#page2.tif source=FLORAGEM assignment#page3.tif source=FLORAGEM assignment#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective as of the date of complete execution, is by and between Floragem, LLC., with offices located at 3742 Blue Bird Canyon Road, Vista, California 92084 ("Assignor") and Homer TLC, Inc., a Delaware corporation located at 1404 Society Drive, Claymont, DE 19703 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the Assigned Marks as defined in Section 1.2 below; and

WHEREAS, Assignor has agreed to transfer and assign all of its right, title and interest in the Assigned Marks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

I. DEFINITIONS

1.1 To the extent that the definitions and terms used herein are inconsistent with corresponding definitions in the Agreement and Assignment of Rights executed as of the same date as this Assignment between the Parties hereto, the definitions and terms contained herein shall control and be used for purposes of this Assignment.

1.2 "Assigned Marks" as used herein shall mean the Assignor Trademarks and Assignor Common Law Marks.

1.3 "Assignor Common Law Marks" shall mean the mark or term VIVA! used in the United States of America and Canada for any goods or services, regardless of whether it is used alone or with other words, terms or symbols.

1.4 "Assignor Trademarks" shall mean all trademarks, including all registrations and applications therefor, owned by Assignor for the mark TRADEMARK, all of which are listed on Schedule I hereto.

II. ASSIGNMENT

2.1 Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all right, title and interest it now has or ever has had in and to each of the Assigned Marks together with the goodwill of the business symbolized thereby, including but not limited to any applications or registrations therefor, together with all claims that can or may be asserted by Assignor arising out of or relating to the use or ownership of any of the Assigned Marks.

2.2 As of the date of the Assignment, Assignee shall have all benefits, privileges, causes of actions and remedies arising out of or relating to the Assigned Marks or the exploitation thereof, including without limitation the exclusive right to apply for and maintain all applications, registrations or renewals for the Assigned Marks; to sue for all past or future infringements of the Assigned Marks or other violations of any rights in the Assigned Marks and to settle and retain proceeds from any such action. In addition, as of the effective date, Assignee assumes full responsibility for and Assignor is relieved of all future obligations relating to the Assigned Marks, including but not limited to all costs, taxes and fees that accrue after the effective date for preparing and recording any assignments contemplated herein; ~~maintaining, defending, enforcing and litigating rights in the Assigned Marks; or otherwise registering, renewing or maintaining any trademark registrations for the Assigned Marks.~~

2.3 Monetary consideration for the Assignment is set forth in the Amended And Restated License Agreement and this Assignment shall not be effective prior to payment in full of all such consideration, without deduction or offset.

III. ADDITIONAL DOCUMENTS

3.1 This Assignment shall automatically be binding on Assignor and Assignee as of the date of complete execution.

3.2 Upon request from Assignee and at Assignee's expense, Assignor shall furnish, execute, verify and acknowledge such documents or information, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee may request from time to time, to perfect and vest title in the Assigned Marks in Assignee, or Assignee's assigns.

TRADEMARK

REEL: 004069 FRAME: 0578

IV. MISCELLANEOUS

4.1 If any provision of this Assignment is held to be illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of the Assignment shall not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties shall negotiate in good faith to amend this Assignment so as to replace the unenforceable language with enforceable language which as closely as possible reflects the parties' intent.

4.2 The parties waive any rule of construction that would require any of the terms of this Assignment to be interpreted adversely to the drafting party.

4.3 If the terms of this Assignment conflict with the terms of the Agreement and Assignment of Rights, then the terms of this Assignment document shall control.

4.4 The parties acknowledge that it may be necessary to modify Schedule I hereto in order to complete, correct or make such Schedule I consistent with the parties' understanding and intention that the rights, title, and interest in and to all trademarks, common law trademarks for VIVA! owned by Assignor are to be assigned to Assignee. To provide for any event whereby less than all of the foregoing may have been set forth on Schedule I hereto, the parties agree to the following procedures: (i) each party will identify a point of contact to the other (with the initial point of contact for Assignor being Ken Altman, Managing Director and for Assignee being Steven Levy, President, Homer TLC, Inc.); (ii) either party may change such point of contact upon one week's written notice to the other party's point of contact; and (iii) for a proposed modification to be added to Schedule I, a party must request the modification within twelve (12) months of the effective date.

IN WITNESS WHEREOF, the parties hereto have each caused this Trademark Assignment to be duly signed as of the date first written above.

FLORAGEM, LLC.

By: Ken Altman

Name: Ken Altman

Title: Managing Director, Floragem

HOMER TLC, INC.

By: [Signature]

Name: Steven M. Levy

Title: President



SCHEDULE I

The trademark VIVA! in the United States of America and Canada and all registrations of the VIVA! trademark in each of the above-mentioned jurisdictions or any sub-jurisdictions therein.

Without limitation, the following shall be included in the definition of Assigned Marks:

UNITED STATES OF AMERICA

Trademark:	Trademark Reg. Nos.:
VIVA!	2,718,435
VIVA! Veggies	2,485,981
VIVA! Herbs	2,362,305

CANADA

Trademark:	Trademark Reg. Nos.
VIVA!	TMA630,141
VIVA! Veggies	TMA630,140
VIVA! Herbs	TMA630,139