

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
Homer TLC, Inc.		10/01/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Floragem, LLC		
Street Address:	3742 Blue Bird Canyon Road		
City:	Vista		
State/Country:	CALIFORNIA		
Postal Code:	92084		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
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:	770 433 8211		
Email:	trade_marks@homedepot.com, 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		
Signature:	/Issac T. Lin/		

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TRADEMARK
 REEL: 004076 FRAME: 0612

Date:

10/12/2009

Total Attachments: 1

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into as of the 1st day of October, 2009 by Homer TLC, Inc., a Delaware corporation, having its principal place of business at 1007 Orange St., Nemours Building, Suite 1424, Wilmington, Delaware 19801 ("Assignor"), to Floragem, LLC., a California company, having its principal place of business at 3742 Blue Bird Canyon Road, Vista, California 92084 ("Assignee").

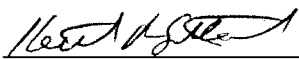
WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to US Trademark Registration Nos. 2718435, 2485981, and 2362305 (the "Marks"), together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, assign, and convey to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, including Assignor's right, title and interest in and to (1) the right to sue for past, present and future infringements of the Marks; (2) all damages and payments for past or future infringements thereof; (3) the right to secure registrations for the Marks; and (4) the right to secure all renewals for any registration of the Marks.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed effective as of the date first above written.

ASSIGNOR
Homer TLC, Inc.

By: 
Name: Keith R. Fureson
Title: Vice President/Secretary