

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
UGC, Inc.		12/02/2009	CORPORATION: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	TABCom, LLC
Street Address:	1 Maplewood Drive
City:	Hazleton
State/Country:	PENNSYLVANIA
Postal Code:	18202
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	76537164	YARDIAC
Serial Number:	76537165	YARDIAC
Serial Number:	76537177	YARDIAC
Serial Number:	76537178	YARDIAC
Serial Number:	76537505	YARDIAC
Serial Number:	76537773	YARDIAC
Serial Number:	76537774	YARDIAC
Serial Number:	76537502	ULTIMATE GARDEN CENTER
Serial Number:	76537503	ULTIMATE GARDEN CENTER
Serial Number:	76537507	ULTIMATE GARDEN CENTER
Serial Number:	76537508	ULTIMATE GARDEN CENTER
Serial Number:	76537509	ULTIMATE GARDEN CENTER
Serial Number:	78924698	ULTIMATE GARDEN CENTER

CH \$340.00 76537164

CORRESPONDENCE DATA

Fax Number: (310)203-0567
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 310.203.8080
Email: trademarkdocket@jmbm.com
Correspondent Name: Brennan C. Swain
Address Line 1: 1900 Avenue of the Stars, 7th Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	66358-0006
NAME OF SUBMITTER:	Brennan C. Swain
Signature:	/Brennan C. Swain/
Date:	12/03/2009

Total Attachments: 4
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ASSIGNMENT AGREEMENT

This Assignment Agreement (hereinafter AGREEMENT) is made and entered into on December 2, 2009 by and between:

- (1) UGC, Inc.,
36 Littlejohn Glen Court,
Greenville, South Carolina 29615,
a South Carolina corporation (ASSIGNOR); and
- (2) TABCom, LLC,
1 Maplewood Drive,
Hazleton, Pennsylvania, 18202,
a Pennsylvania limited liability company (ASSIGNEE).

with reference to the following:

RECITALS

1. ASSIGNOR has created, developed and built a garden supply business which owns and uses intellectual property.
2. Pursuant to an Asset Purchase Agreement (the "PURCHASE AGREEMENT"), ASSIGNOR has assigned its intellectual property to ASSIGNEE.
4. ASSIGNOR and ASSIGNEE are entering into this AGREEMENT for purposes of recording the assignment of the intellectual property in the respective U.S. and foreign intellectual property offices.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, it is agreed:

1. INTELLECTUAL PROPERTY

Intellectual property (hereafter IP) shall be defined as in the PURCHASE AGREEMENT.

I. "Patents" is defined as in the PURCHASE AGREEMENT and includes but is not limited to the items listed on Schedule A.

II. "Marks" is defined as in the PURCHASE AGREEMENT and includes but is not limited to the items listed on Schedule B.

III. "Copyrights" is defined as in the PURCHASE AGREEMENT and includes but is not limited to the items listed on Schedule C.

2. ASSIGNMENT OF IP

Consistent with the PURCHASE AGREEMENT, ASSIGNOR hereby assigns to ASSIGNEE all rights, title, and interest in the IP.

3. TERMS OF PURCHASE AGREEMENT. This AGREEMENT is executed in accordance with the terms and conditions of the PURCHASE AGREEMENT, and the terms of this AGREEMENT are subject to the terms and provisions of the PURCHASE AGREEMENT. In the event of any inconsistency between this AGREEMENT and the PURCHASE AGREEMENT, the PURCHASE AGREEMENT will govern.

4. FURTHER ASSURANCES

a. Further Acts

At ASSIGNEE's request, ASSIGNOR will acknowledge, execute, and deliver any documents or instruments, and do any other lawful acts, at ASSIGNEE's expense, to further the purposes of this AGREEMENT, and to assist ASSIGNEE in the perfection, registration, protection, enforcement, and exploitation of the IP.

b. Appointment as Attorney-in-Fact

In the event ASSIGNOR does not comply with ASSIGNEE's request within five (5) business days or sooner if needed, ASSIGNOR hereby irrevocably appoints ASSIGNEE as its attorney-in-fact to perform as requested in the name of and on behalf of ASSIGNOR, which appointment is and shall be deemed to be coupled with an interest and shall survive ASSIGNOR's possible incapacity.

Date: 12/1/2009

UGC, INC.

By: 

Name: Paul Ambrose

Title: 12/1/2009

Date: _____

TABCOM, LLC

By: _____

Name: _____

Title: _____

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Date: _____

UGC, INC.

By: _____
Name: _____
Title: _____

Date: 12/1/09

TABCOM, LLC

By: [Signature]
Name: CARLO TABISI
Title: MANAGING MEMBER

Schedule A

No specific items listed.

Schedule B

MARK	SERIAL NO/ REG. NO.	COUNTRY/ JURISDICTION	STATUS
Yardiac	76537164	USA	LIVE
Yardiac	76537165	USA	LIVE
Yardiac	76537177	USA	LIVE
Yardiac	76537178	USA	LIVE
Yardiac	76537505	USA	DEAD
Yardiac	76537773	USA	LIVE
Yardiac	76537774	USA	LIVE
Ultimate Garden Center	76537502	USA	LIVE
Ultimate Garden Center	76537503	USA	LIVE
Ultimate Garden Center	76537507	USA	DEAD
Ultimate Garden Center	76537508	USA	LIVE
Ultimate Garden Center	76537509	USA	LIVE
Ultimate Garden Center	78924698	USA	DEAD

Schedule C

No specific items listed.