

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
Cotton Incorporated		12/01/2009	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Mulch and Seed Innovations, LLC		
Street Address:	7265 Alabama Highway, 9 South		
City:	Centre		
State/Country:	ALABAMA		
Postal Code:	35960		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3320835	GEOSKIN	
CORRESPONDENCE DATA			
Fax Number:	(703)299-0036		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	330 336 3932a		
Email:	adrienne@wrb-ip.com		
Correspondent Name:	Adrienne L. Whitea		
Address Line 1:	PO BOX 476		
Address Line 4:	Wadsworth, OHIO 44282		
ATTORNEY DOCKET NUMBER:	000393-005		
NAME OF SUBMITTER:	Adrienne L. White		
Signature:	/adrienne white/		
Date:	12/11/2009		

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Total Attachments: 2

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COTTON INCORPORATED

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into and effective this 1st day of December, 2009, by and between Cotton Incorporated whose address is 6399 Weston Parkway, Cary, NC 27513 ("Assignor"), and Mulch and Seed Innovations, LLC, whose address is 7265 Alabama Highway, 9 South, Centre, Alabama, 35960 ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the following trademark registration currently registered in the United States Patent and Trademark Office (the "Trademark"):



GeoSkin® Cotton Hydromulch trademark Registration No. 3,320,835, dated October 23, 2007; and

WHEREAS, Assignee desires to acquire the Trademarks from Assignor, and Assignor desires to assign, transfer and convey the Trademarks to Assignee;

NOW, THEREFORE, for One Dollar (\$1) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor has assigned, transferred and conveyed and does hereby assign, transfer and convey unto Assignee, and its successors, assigns and legal representatives, all right, title and interest in and to the Trademarks together with that part of the assets, business and goodwill of Assignor connected with the use of and symbolized by the Trademarks, and all marks similar to the Trademarks and used in the United States, and all claims for damages by reason of past infringement of the Trademarks with the right to sue for and collect damages.

2. Assignor agrees that, when requested, it will, at Assignee's cost and expense, sign all papers, take all rightful oaths, and do all acts that may be necessary, desirable or convenient for securing and maintaining the Trademarks and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
3. This Agreement shall be construed in accordance with the laws of the State of North Carolina. Assignee hereby submits to exclusive venue and personal jurisdiction of the courts of North Carolina for all purposes in connection with this Agreement.
4. All notices and demands shall be sent in writing by certified mail, return receipt requested, at the addresses above first written.
5. This Agreement constitutes the entire agreement between the parties hereto and shall not be modified, amended, or changed in any way except by written agreement signed by both parties.

IN WITNESS WHEREOF, each party has executed this agreement by its duly authorized representative on the date(s) indicated below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

MULCH AND SEED INNOVATIONS, LLC

By: WA Ellis III

Print: WA Ellis III

Title: Pres

Date: 12/7/09

COTTON INCORPORATED

By: J. Berrye Worsham

Print: J. Berrye Worsham

Title: President & CEO

Date: December 1, 2009