

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
Banfe Materials LLC			09/30/2009
			LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:		Coastal Supply Co., Inc.	
Street Address:		33334 Main Street	
City:		Dagsboro	
State/Country:		DELAWARE	
Postal Code:		19939	
Entity Type:		CORPORATION: DELAWARE	
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75135123	SOIL KING	
Serial Number:	78144114	ICBIN	
CORRESPONDENCE DATA			
Fax Number:		(302)576-3329	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		3025715004	
Email:		trademarks@ycst.com	
Correspondent Name:		Sara Beth A.R. Kohut	
Address Line 1:		YCST, LLP 1000 West Street	
Address Line 2:		Brandywine Bldg, 17th Floor	
Address Line 4:		Wilmington, DELAWARE 19801	
ATTORNEY DOCKET NUMBER:		065086.1002 COASTAL	
NAME OF SUBMITTER:		Sara Beth A.R. Kohut	
Signature:		/sara beth a.r. kohut/	

OP \$65.00 75135123

Date:

12/14/2009

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is executed and delivered as of September ~~30~~, 2009, by and between COASTAL SUPPLY CO. INC., a Delaware corporation ("Assignee") and BANFE MATERIALS LLC, a New Jersey limited liability company ("Assignor").

WHEREAS, Assignee, Assignor, and individual members of Assignor have entered into an Asset Purchase Agreement, dated as of September ~~30~~, 2009 (the "Asset Purchase Agreement"), for the sale of certain assets of Assignor, including certain trademarks of Assignor set forth on Schedule 1(a)(4) of the Asset Purchase Agreement and set forth on Schedule A hereto (the "Trademarks"); and

WHEREAS, Assignor is required under the terms and conditions of the Asset Purchase Agreement to execute this Assignment in order to sell, convey, transfer and assign to Assignee the Trademarks.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Defined Terms. All initially capitalized terms used but not defined herein have the meaning given them in the Asset Purchase Agreement.

Section 2. Assignment. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations and applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors or assigns, and any other rights, privileges, claims and causes of action relating or pertaining to the Trademarks, free and clear of all claims, liens, and other encumbrances.

Section 3. Further Assurances. Assignor shall, without further consideration, comply with any request by Assignee to execute and deliver promptly any additional documents as may be necessary in order to give effect to the assignment reflected herein. Such additional documents shall be effective as of the date hereof, if applicable, and may include, without limitation, additional assignment documents required by the United States Patent and Trademark Office and any other jurisdictions; agreed amendments to Schedule A to correct any inaccuracies or misstatements therein; any other documents necessary to further clarify or confirm the assignment and conveyance of the Trademarks; and any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required in

connection with: (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (b) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including without limitation, testifying as to any facts relating to the Trademarks and this Assignment; and (c) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries, in each case at Assignee's cost and expense.

Section 4. No Use of Transferred Marks by Assignor. Except as otherwise may be permitted by a license granted from Assignee to Assignor, Assignor, for itself and on behalf of its respective successors and assigns, covenants not to use, apply for, or register any of the Trademarks or use, apply for, or register any variation of the Trademarks or any word, design, domain name, or logo likely to be similar or confusingly similar with the Trademarks, for any purpose in the United States or in any foreign country.

Section 5. Binding on Successors. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and permitted assigns.

Section 6. Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts, provided receipt of such counterparts is confirmed.

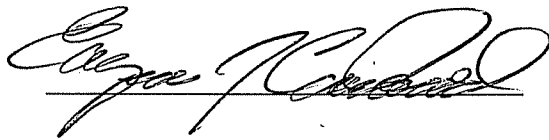
Section 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed therein.

{Signature Page Follows}

IN WITNESS WHEREOF, the undersigned hereby execute this Assignment the day and year first above written.

WITNESS:

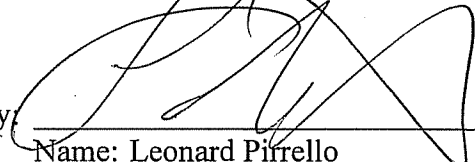




ASSIGNOR:
BANFE MATERIALS, LLC

By: 

Name: Nicholas Vene
Title: Manager/Member

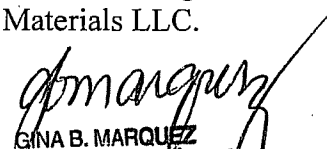
By: 

Name: Leonard Pirrello
Title: Manager/Member

STATE OF NEW JERSEY :
:
COUNTY OF Hudson :

SS.

On this 29th day of September, 2009, before me appeared Nicholas Vene and Lenard Pirrello, the persons who signed this instrument, who each acknowledged that he signed the foregoing Assignment as his own free act on behalf of Banfe Materials LLC.



GINA B. MARQUEZ
Notary Public of New Jersey
Commission Expires ~~Aug 18, 2009~~
Notary Public
My Commission Expires: Aug. 18, 2014

ATTEST:

ASSIGNEE:
COASTAL SUPPLY CO., INC.

Secretary

By: *SLW*

Name: STEVEN W. LIEFFERS
Title: PRESIDENT

STATE OF DELAWARE :
 SUSSEX : SS.
COUNTY OF ~~NEW CASTLE~~ :

On this 30 day of September, 2009, before me appeared Steve Lieffers
the person who signed this instrument, who acknowledged that he signed the foregoing
Assignment as his own free act on behalf of Coastal Supply Co. Inc.

Beverly S. Layton
Notary Public
My Commission Expires: 2/10/11

SCHEDULE A

Trade Names (TN), Registered Names ® and/or Trade-marks ™

Bag Product		Bulk Product	
Domestic Bag Mulch		Domestic Bulk Mulch	
Color Me Black 2 cubic foot	TN	Sherwood Mulch (Bulk or Bag)	TM
Color Me Brown 2 cubic foot	TN	Color Me Mulch Black (Bulk or Bag)	TN
Color Me Red 2 cubic foot	TN	Color Me Mulch Brown (Bulk or Bag)	TN
Sherwood Mulch 2 cubic foot	TN	Color Me Mulch Red (Bulk or Bag)	TN
Sherwood Mulch 3 cubic foot		DRK Mulch (Bulk)	TN
ICBIN 1.5 cubic foot	R	Onyx Mulch (Bulk or Bag)	TN
		Oxford Mulch (Bulk or Bag)	TN
		Pine Bark Mulch in bulk	X
		Root Hardwood Mulch	X
		Turf 4 Tots Mulch (Bulk or Bag)	TN
Domestic Bag Soils		Bulk Soils	
Soil King 1 cubic foot	R	Magical Mushroom (Bulk or Bag)	TN
Magical Mushroom 20lb	TN	Field Topsoil (Bulk)	X
Magical Mushroom 40lb	TN	Soil King (Bulk or Bag)	R
Potting Perfection 16qt	TN	Zing Soil (Bulk or Bag)	TM
Potting Perfection 32qt	TN	EQ	TN
Premium No.2 40lb	TN		
Simply Humus 40lb	TN		
Zing 40lb Topsoil	TM		
Chesapeake Blue 20lb	X		
Chesapeake Green 40lb	X		
Pine Fines 2 cubic foot	X		
Leaf Gro 1.5 cubic foot	X		
Domestic Bag Sand & Stone		Bulk Sand & Stone	
Sand 4 Tots 40lb	TN	Course Bunker Sand (Bulk)	
Turf 4 Tots 2 cubic foot	TM	Fine Bunker Sand (Bulk)	
Jail House Rocks	TN	Bunker Sand (Bulk)	
Big Red .5 cubic foot	TN	Wacko Sr. Bulk (¾ in. White Stone)	
Little Red .5 cubic foot	TN	Wacko Jr. Bulk (¼ in. White Stone)	
Dixie Pink .5 cubic foot	TN		
Sweet Pea .5 cubic foot	TN		
Wacko Whitey Jr .5 cubic foot	TN		
Wacko Sr .5 cubic foot	TN		
Wild River .5 cubic foot	TN		
Goose ¾"	TN		
Death Row .5 cubic foot	TN		

Imported Bag Canadian Cedar			
R. Really Black 2 cubic foot	TN		
R. Really Black 3 cubic foot	TN		
Rich Rich Red 2 cubic foot	TN		
Rich Rich Red 3 cubic foot	TN		
Royal Canadian Cedar 2 cubic foot	TM		
Royal Canadian Cedar 3 cubic foot	TM		
Pine Nuggets 2 cubic foot	X		
Imported Bag Peat Moss			
Uncle Pete 1 cubic foot	TN		
Uncle Peat 2.2 cubic foot	TN		
Uncle Pete 3.8 cubic foot	TN		
Uncle Pete Special with Perlite	TN		
Green Formula 3.8 cubic foot	X		
Green Formula 3 cubic foot	X		
Imported Bag Pine			
Pine Nuggets 3 cubic foot	X		
Mini Pine Nuggets 2 cubic foot	X		
Mini Pine Nuggets 3 cubic foot	X		
Pine Bark 2 cubic foot	X		
Pine Bark 3 cubic foot	X		
Pine Soil Conditioner 3 cubic foot	X		
Domestic Bag Woods & Salts			
Hotsticks Firewood .75cf	X		
Purflam Kindling	X		
Magic Salt 25lb	X		
Magic Salt 50lb	X		
Bare Ground Salt 25lb	X		
Bare Ground Salt 50lb	X		