

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
Spring-Green Lawn Care Corp.		12/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NaturaLawn of America, Inc.		
Street Address:	1 East Church Street		
City:	Frederick		
State/Country:	MARYLAND		
Postal Code:	21701		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3522172	ORGANIC ALTERNATIVE	
CORRESPONDENCE DATA			
Fax Number: (202)756-8087			
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone: 202-756-8000			
Email: jdabney@mwe.com,scoury@mwe.com,ksandacz@mwe.com,washington_ip_docket@mwe.com			
Correspondent Name: John J. Dabney			
Address Line 1: McDermott Will & Emery LLP			
Address Line 2: 600 13th Street, NW			
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-3096			
ATTORNEY DOCKET NUMBER:	76319-023		
NAME OF SUBMITTER:	John J. Dabney		

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**TRADEMARK
 REEL: 004131 FRAME: 0939**

Signature:	/John J. Dabney/
Date:	01/14/2010
Total Attachments: 2 source=ORGANIC ALTERNATIVE - Assignment#page1.tif source=ORGANIC ALTERNATIVE - Assignment#page2.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), dated December 30th, 2009, is by and between Spring-Green Lawn Care Corp. ("Assignor"), a Delaware corporation having its principal place of business at 11909 Spaulding School Drive, Plainfield, IL 60585, and NaturaLawn of America, Inc. ("Assignee"), a Maryland corporation having its principal place of business at 1 East Church Street, Frederick, MD 21701.

RECITALS

WHEREAS, Assignor owns common law rights to and the U.S. Registration No. 3,522,172 for the mark ORGANIC ALTERNATIVE (the "Assigned Mark"); and

WHEREAS, Assignee is desirous of acquiring all right, title and interest to the Assigned Mark and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment of Trademark. Assignor hereby assigns to Assignee all right, title and interest to the Assigned Mark, together with the goodwill of the business symbolized by the Assigned Mark.


Section 2. Representations and Warranties by Assignor. Assignor represents and warrants that Assignor owns all right, title and interest to the Assigned Mark, that Assignor has the authority to enter into this Assignment, and that Assignor has not executed and will not execute any agreement in conflict with this Agreement.

Section 3. Covenant by Assignor. Assignor shall, upon Assignee's reasonable request, execute and deliver all documents as may be necessary to perfect Assignee's title to the Assigned Mark.

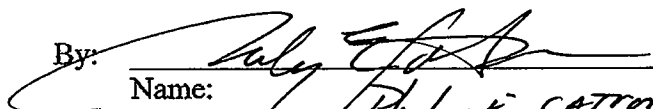
Section 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.

SPRING-GREEN LAWN CARE CORP.

By: 
Name: James Young
Title: President

NATURALAWN OF AMERICA, INC.

By: 
Name: Philip E. Catron
Title: President