

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
Pike Nursery Holding, LLC		03/03/2008	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Pike Nurseries Acquisition, LLC		
Street Address:	2675 Breckinridge Blvd.		
Internal Address:	Suite 300		
City:	Duluth		
State/Country:	GEORGIA		
Postal Code:	30096-8953		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1639317	PIKE NURSERIES	
CORRESPONDENCE DATA			
Fax Number:	(202)496-7756		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 527-4986		
Email:	fbenjamin@mckennalong.com, mlaip@mckennalong.com		
Correspondent Name:	Frank S. Benjamin		
Address Line 1:	1900 K. Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	30149. 004G		
NAME OF SUBMITTER:	Frank S. Benjamin		
Signature:	/fsb/		

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Date:

03/24/2011

Total Attachments: 9

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ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY is executed this 3rd day of March, 2008, by and between PIKE NURSERY HOLDING LLC, a Georgia limited liability company and Debtor and Debtor in Possession ("Assignor") under Case No. 07-79129-mgd (the "Case") in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the "Bankruptcy Court"), and PIKE NURSERIES ACQUISITION, LLC, a Delaware limited liability company ("Assignee").

Contemporaneously with the execution of this Assignment, pursuant to an Asset Purchase Agreement dated February 28, 2008 ("Purchase Agreement"), as approved by the order of the Bankruptcy Court authorizing this transaction entered on March 3, 2008, by and among Assignor and Armstrong Garden Centers, Inc., and assigned to Assignee pursuant to Section 12.14 of the Purchase Agreement, Assignor has conveyed to Assignee substantially all of Assignor's business and assets located on, and/or used in connection with, (i) fourteen (14) retail garden center stores (the "Stores") at locations described in Exhibits A-1 and A-2 attached hereto, and (ii) the real property more particularly described in Exhibit A-3 (the "Land", and collectively with the Stores, the "Premises"). Assignor and Assignee intend that Assignor's right, title and interest, if any, in and to the intangible property described herein be assigned and transferred to Assignee. All terms used and not otherwise defined herein shall have the meanings assigned them in the Purchase Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Intangible Property. Assignor hereby assigns, conveys, transfers and sets over unto Assignee, without warranty, express or implied, except as provided in the Purchase Agreement, any and all of Assignor's right, title and interest, if any, in and to all intangible personal property owned by Assignor and used in connection with the Land or the Stores, to the extent of Assignor's interest and to the extent transferable, together with all books, records and like items pertaining to the Land or the Stores, including, without limitation, the names "Pike," "Pike Nursery," "Pike Nurseries," "Pike Family Nurseries," "Pike Family Nurseries Signature Collection," "Atlanta Signature Collection," "Pike Design Group," "Pike Resource Group," "Pike Wholesale Nurseries," "Pike Rewholesale Nurseries" and "Pike Play in the Dirt" (whether used in connection with the Business, the Seller's wholesale nursery business or otherwise), trademarks including, but not limited to those listed in Exhibit B-1 attached hereto, any and all registrations, applications, and/or common law rights for Assignor's trademarks together with all of the goodwill of Assignor's business symbolized by or associated with the marks including, but not limited to, those trademarks listed in Exhibit B-1 attached hereto, copyrights including, but not limited to those listed in Exhibit B-2 attached hereto, trade names, service marks, all plans and specifications for the Improvements, all appraisals, engineering, soils, pest control, and other reports relating to the Premises, licenses, contracts and contract rights

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and other agreements (to the extent such contracts or agreements are assumed by Assignee), catalogues, customer lists relating to the Business and other data bases, software programs, telephone exchange numbers relating to the Business, domain names, including, but not limited to those listed on Exhibit B-3 attached hereto, URLs, web pages, advertising materials and correspondence with present or prospective customers and suppliers (the "Intangible Property"). The Intangible Property shall not include any accounts or accounts receivable of Assignor, nor shall it include materials containing privileged communications or information about employees, disclosure of which would violate an employee's reasonable expectation of privacy, customer lists relating to Assignor's wholesale nursery business, or any other assets expressly excluded from the sale under the terms of the Purchase Agreement.

2. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

3. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

ASSIGNEE:

Pike Nurseries Acquisition, LLC

By: 
Name: Michael D. Kuneo
Its: President

ASSIGNOR:

Pike Nursery Holding, LLC

By: _____
Name:
Its:

and other agreements (to the extent such contracts or agreements are assumed by Assignee), catalogues, customer lists relating to the Business and other data bases, software programs, telephone exchange numbers relating to the Business, domain names, including, but not limited to those listed on Exhibit B-3 attached hereto, URLs, web pages, advertising materials and correspondence with present or prospective customers and suppliers (the "Intangible Property"). The Intangible Property shall not include any accounts or accounts receivable of Assignor, nor shall it include materials containing privileged communications or information about employees, disclosure of which would violate an employee's reasonable expectation of privacy, customer lists relating to Assignor's wholesale nursery business, or any other assets expressly excluded from the sale under the terms of the Purchase Agreement.

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3. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

ASSIGNEE:

Pike Nurseries Acquisition, LLC

By: _____

Name: Michael D. Kunce

Its: President

ASSIGNOR:

Pike Nursery Holding, LLC

By: 

Name: Scott Schuch

Its: Chairman & CEO


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EXHIBIT B-1

Trademarks

Federal Registrations

1. EARTH HELPER (US Reg. No. 1,784,333)
2. EARTH HELPER (US Reg. 3,026,337)
3. THE KNOW HOW TO GROW (US Reg. No. 1,804,973)
4.  a.k.a. PIKE FAMILY NURSERIES & Design) (US Reg. No. 1,827,852)
5. PLAY IN THE DIRT (US Reg. No. 2,005,587)
6. PIKE NURSERIES (US Reg. No. 1,639,317)

Pending Federal Applications

1. GROWN IN THE BLUE FOR GREAT GARDENS (US Ser. No. 77/106999)
2. EARTH HELPER (US Ser. No. 76/541603)

Georgia State Registrations

1. ATLANTA BLEND (T-11,204)
2. PIKE & Design (T-15563)
3. PIKE FAMILY NURSERIES & Design (S-15545)

International Registrations

1. PLAY IN THE DIRT (Canadian Reg. No. TMA 519,425)

EXHIBIT B-2

Copyrights

1. PA 715652 "Play in the Dirt"
2. V3007 P102-106 "Fall Planting & 1 other title"
3. V3077 P107-110 "Fall Planting & 1 other title"
4. V3510 D873 "Play in the Dirt Audiovisual & 1 other title"
5. V3511 D790 P1-8 "Play in the Dirt & 1 other title"

EXHIBIT B-3

Domain Names

1. Pikenursery.com
2. Playinthedirt.com
3. Pikenurseries.net
4. Pikenurseries.org
5. Pikenursery.org
6. Pikenurseries.com
7. Pikenursery.net
8. Playinthedirt.net
9. Playinthedirt.org
10. Knowhowtogrow.com
11. Knowhowtogrow.net
12. Knowhowtogrow.org
13. Pikefamilynurseries.com
14. Pikefamilynurseries.net
15. Pikefamilynurseries.org
16. Soddepot.com
17. Soddepot.net
18. Soddepot.org
19. Pikefamilynursery.com
20. Pikefamilynursery.net
21. Pikefamilynursery.org

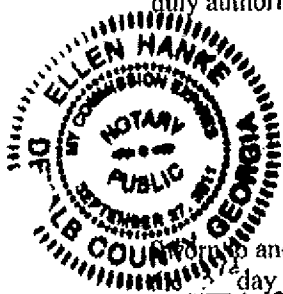
22. Gardenretailmarketing.com
23. Gartenretailmktng.com
24. Thebestplantscomeoutoftheblue.com
25. Grownintheblue.com
26. Grownintheblue.net
27. Grownintheblue.org
28. Grownintheblueforgreatannuals.com
29. Grownintheblueforgreatannuals.net
30. Grownintheblueforgreatannuals.org
31. Grownintheblueforgreatgardens.com
32. Grownintheblueforgreatgardens.net
33. Grownintheblueforgreatgardens.org
34. Grownintheblueforgreatherbs.com
35. Grownintheblueforgreatherbs.net
36. Grownintheblueforgreatherbs.org
37. Grownintheblueforgreatvegetables.com
38. Grownintheblueforgreatvegetables.net
39. Grownintheblueforgreatvegetables.org

BILL OF SALE

FOR VALUE RECEIVED, PIKE NURSERY HOLDING LLC, a Georgia limited liability company ("Assignor"), does hereby sell, assign, transfer, and convey unto PIKE NURSERIES ACQUISITION, LLC, a Delaware limited liability company ("Assignee"), free and clear of all security interests, liens, or other encumbrances, all of its right, title and interest in and to the Property, as such term is defined in that certain Asset Purchase Agreement between Assignor and Armstrong Garden Centers, Inc. dated February 28, 2008, and assigned to Assignee (collectively, the "Purchased Assets").

Said Purchased Assets are transferred "AS IS, WHERE IS," with no representation or warranty except as expressly set forth herein. This Bill of Sale, and the terms of sale, are expressly subject the terms and conditions contained in the "Order Approving Asset Purchase Agreement And Authorizing Sale" entered by the U.S. Bankruptcy Court for the Northern District of Georgia in Assignor's pending Bankruptcy Case, No. 07-79129-MGD.

IN WITNESS WHEREOF, Assignor has caused this Bill of Sale to be executed by its duly authorized officer as of the 3rd day of March, 2008.



"ASSIGNOR"
PIKE NURSERY HOLDING LLC

By: [Signature]
Title: Chairman & CEO

and subscribed before me this
____ day of March, 2008.

Ellen Hanke
Notary Public

Acceptance

The foregoing Bill of Sale is hereby accepted by the Assignee as of the above date.

"ASSIGNEE"
PIKE NURSERIES ACQUISITION, LLC., a
Delaware limited liability company

By: _____
Title: _____

Sworn to and subscribed before me this
the ____ day of March, 2008.

Notary Public

BILL OF SALE

FOR VALUE RECEIVED, PIKE NURSERY HOLDING LLC, a Georgia limited liability company ("Assignor"), does hereby sell, assign, transfer, and convey unto PIKE NURSERIES ACQUISITION, LLC, a Delaware limited liability company ("Assignee"), free and clear of all security interests, liens, or other encumbrances, all of its right, title and interest in and to the Property, as such term is defined in that certain Asset Purchase Agreement between Assignor and Armstrong Garden Centers, Inc. dated February 28, 2008, and assigned to Assignee (collectively, the "Purchased Assets").

Said Purchased Assets are transferred "AS IS, WHERE IS," with no representation or warranty except as expressly set forth herein. This Bill of Sale, and the terms of sale, are expressly subject the terms and conditions contained in the "Order Approving Asset Purchase Agreement And Authorizing Sale" entered by the U.S. Bankruptcy Court for the Northern District of Georgia in Assignor's pending Bankruptcy Case, No. 07-79129-MGD.

IN WITNESS WHEREOF, Assignor has caused this Bill of Sale to be executed by its duly authorized officer as of the 3rd day of March, 2008.

"ASSIGNOR"
PIKE NURSERY HOLDING, LLC

By: _____
Title: _____

Sworn to and subscribed before me this
the ___ day of March, 2008.

Notary Public

Acceptance

The foregoing Bill of Sale is hereby accepted by the Assignee as of the above date.

"ASSIGNEE"
PIKE NURSERIES ACQUISITION, L.L.C., a
Delaware limited liability company

By: [Signature]
Title: CEO

Sworn to and subscribed before me this
the 3rd day of March, 2008.

Notary Public

[Signature]

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