

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Easy Gardener Products Holdings, Inc.		05/25/2011	CORPORATION: DELAWARE
Easy Gardener Products, Inc.		05/25/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fortress Value Recovery Fund I LLC		
Street Address:	1345 Avenue of the Americas, 46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3956169	AQUAWRAP	
Registration Number:	3287769	EASY GARDENER CHRISTMAS TREE SAVER	
Registration Number:	3417331	EASY GARDENER PATIO & SIDEWALK UNDERLINER	
Registration Number:	3857458	ECO-FRIENDLY GARDENING CHOICES	
Registration Number:	3935838	GRASSSHIELD	
Registration Number:	3370018	POLYSPUN 300	
Registration Number:	3315713	TREESTAKIT	
Registration Number:	3477418	WEEDBLOCK NATURAL	
Registration Number:	3772285	WEEDBLOCK RECYCLED	
Serial Number:	85142105	GARDEN DEFENSE FALCON	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		

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TRADEMARK
 REEL: 004549 FRAME: 0454

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-756-2494
Email: watt.wanapha@srz.com
Correspondent Name: Watt Wanapha
Address Line 1: Schulte Roth & zabel, 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	017962.0111
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NAME OF SUBMITTER:	Watt Wanapha
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Signature:	/RS for WW/
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Date:	05/26/2011
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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, the Persons listed on the signature pages hereof (each an "Assignor" and collectively, the "Assignors") have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignors have entered into a Security Agreement, dated as of November 3, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Fortress Value Recovery Fund I LLC (f/k/a D.B. Zwirn Special Opportunities Fund, LLC), as collateral agent for certain agents and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, each Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Assignee and the Lenders (as defined in the Security Agreement) a continuing security interest in all right, title and interest of such Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grant to the Assignee for the benefit of the Assignee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of May 15, 2011.

ASSIGNORS:

EASY GARDENER PRODUCTS HOLDINGS,
INC.

By: 

Name: Peter J. Adamski
Title: CFO

EASY GARDENER PRODUCTS, INC.

By: 

Name: Peter J. Adamski
Title: CFO

STATE OF Texas

SS:
COUNTY OF McLennan

On this 25th day of May, 2011, before me personally came Peter Adamski, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CFO of Easy Gardener Holdings Inc, a Delaware Corporation, and that s/he executed the foregoing instrument in the firm name of Easy Gardener Holdings Inc, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Kathy Ann Winters



SCHEDULE A TO ASSIGNMENT FOR SECURITY (TRADEMARKS)

Trademark Registrations

Mark	Registration No.	Application No.
AQUAWRAP	3,956,169	85/060,773
EASY GARDENER CHRISTMAS TREE SAVER	3,287,769	77/075,174
EASY GARDENER PATIO & SIDEWALK UNDERLINER	3,417,331	77/223,540
ECO-FRIENDLY GARDENING CHOICES and Design	3,857,458	77/592,668
GRASSSHIELD	3,935,838	85/031,099
POLYSPUN 300	3,370,018	77/064,860
TREESTAKIT	3,315,713	77/047,804
WEEDBLOCK NATURAL	3,477,418	77/113,648
WEEDBLOCK RECYCLED	3,772,285	77/423,504

Trademark Application

Mark	Application No.
GARDEN DEFENSE FALCON	85/142,105