

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
International Garden Products, Inc.		05/26/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IGP Acquisition LLC		
<b>Street Address:</b>	5100 Schenley Place		
<b>City:</b>	Lawrenceburg		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	47025		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76005494	GLOBAL HORTICULTURAL EXPERTISE	
<b>Serial Number:</b>	76003787	INTERNATIONAL GARDEN PRODUCTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(716)845-6474		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	keagen@kavinokycook.com		
<b>Correspondent Name:</b>	Kelly E. Eagen, Esq.		
<b>Address Line 1:</b>	726 Exchange Street, Suite 800		
<b>Address Line 4:</b>	Buffalo, NEW YORK 14210		
<b>ATTORNEY DOCKET NUMBER:</b>	04894.31093		
<b>NAME OF SUBMITTER:</b>	Kelly E. Eagen		
<b>Signature:</b>	/Kelly E. Eagen/		
<b>Date:</b>	06/06/2011		

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Total Attachments: 4

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INTERNATIONAL GARDEN PRODUCTS, INC.

ASSIGNMENT OF TRADEMARKS/SERVICE MARKS


Whereas INTERNATIONAL GARDEN PRODUCTS, INC. ("IGP"), a Delaware corporation, has adopted and used certain trademarks, trade names and/or service marks, including but not limited to the trademarks, trade names and/or service marks listed on Schedule A attached hereto (hereinafter collectively described as the "Marks"); some of which Marks may be the subject of pending applications with the United States Patent and Trademark Office, some of which Marks may be the subject of registrations with the United States Patent and Trademark Office, some of which Marks may be the subject of pending applications with foreign trademark offices and some of which Marks may be the subject of registrations with foreign trademark offices, as more specifically described on Schedule A; and

Whereas IGP Acquisition LLC, a Delaware limited liability company, with an office at 5100 Schenley Place, Lawrenceburg, Indiana 47025 (the "Assignee"), is desirous of acquiring said Marks and the goodwill associated therewith.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IGP does hereby fully assign, transfer and release unto Assignee all of IGP's right, title and interest in and to the said Marks, worldwide, including, but not limited to, all of IGP's right, title, and interest in and to any national, foreign and United States federal and state pending applications, registrations, renewals and extensions thereof, as well as all common law rights, for such Marks, together with the goodwill of the business symbolized by the Marks and all benefits relating to the foregoing whether before or hereafter accrued (including, without limitation, the exclusive right to apply for, maintain and renew any application and registration for the Marks), free and clear of all liens, claims, encumbrances and interests of any kind. For any United States federal trademark application for which a supported claim of use has not been filed with and accepted by the United States Patent and Trademark Office as of the effective date of this Assignment, IGP also does hereby fully assign, transfer and release unto Assignee that portion of IGP's business to which the applicable Mark(s) pertain.

IGP further assigns, transfers and releases to Assignee any and all royalties, income, payments and proceeds, whether now accrued or accruing in the future, as well as all claims for damages by reason of past, present or future continuing infringement of said Marks, and the right to sue for and collect the same for its own use and benefit and that of its successors, assigns, or other legal representatives.


Dated: As of May 26, 2011 INTERNATIONAL GARDEN PRODUCTS, INC.

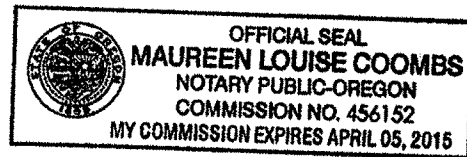
By:   
Name: James Holding  
Title: CFO

04894/31093/371627

STATE OF OR )  
 ) SS.:  
COUNTY OF Clackamas)

On the 26th day of May, 2011 before me the undersigned, personally appeared James Holding, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Assignment and acknowledged to me that he executed the same in his capacity as representative of International Garden Products, Inc. and that by his signature on the Assignment he executed the Assignment on behalf of International Garden Products, Inc., and that James Holding made such appearance before the undersigned in the City of Boring and State of OR.

  
\_\_\_\_\_  
Notary Public



**SCHEDULE A**

OWNER: International Garden Products, Inc., a Delaware Corporation

All, trademarks, trade names and service marks owned by International Garden Products, Inc., including, but not limited to, those identified in the below chart, as well as the below listed applications and/or registrations:

MARK	STATUS	REG NUMBER	REG DATE	SERIAL NUMBER	FILE DATE	COUNTRY
GLOBAL HORTICULTURAL EXPERTISE	Apparently Abandoned	N/A	N/A	76005494	03/20/2000	USA
INTERNATIONAL GARDEN PRODUCTS [Design Mark]	Apparently Abandoned	N/A	N/A	76003787	03/20/2000	USA
INTERNATIONAL GARDEN PRODUCTS & Design		855519	Abandoned 09/06/2003 October 31, 2000			Australia