

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wetsel, Inc.		08/01/2011	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	BFG Kalamazoo, LLC		
Street Address:	One Westminster Place - Suite 100		
Internal Address:	Attention: Jack L. Westerman and Nicholas A. Peters		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3514606	PLUSHTEX	
Registration Number:	2091126	CLASS ACT	
Registration Number:	1757807	WETSEL SINCE 1911	
Registration Number:	1688026	M.V.P.	
CORRESPONDENCE DATA			
Fax Number:	(213)627-0705		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213.683.5698		
Email:	MinetteTayco@paulhastings.com		
Correspondent Name:	Minette M. Tayco		
Address Line 1:	515 S. Flower St., 25th Floor		
Address Line 2:	Paul Hastings, LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	BFG/WETSEL(77551.3): IP		

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**TRADEMARK
 REEL: 004603 FRAME: 0116**

NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	08/11/2011
Total Attachments: 4 source=BFG_Wetsel - Fully Executed IP Assignment#page1.tif source=BFG_Wetsel - Fully Executed IP Assignment#page2.tif source=BFG_Wetsel - Fully Executed IP Assignment#page3.tif source=BFG_Wetsel - Fully Executed IP Assignment#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is entered into as of August 1, 2011 (the “Effective Date”) by and between Wetsel, Inc., a Virginia corporation (“Assignor”), and BFG Kalamazoo, LLC, an Indiana limited liability company (“Assignee”), pursuant to that certain Asset Purchase Agreement dated as of the date hereof by and among Assignor, Wetsel Acquisition, Inc., a Virginia corporation, Assignee, Gardenocity, Inc., a Florida corporation, Customer Service Corp., a Virginia corporation, Barry Shapiro, Thomas Gaffney and Walter Jones, (as amended, modified or supplemented in accordance with its terms, the “Purchase Agreement”).

FOR GOOD AND VALUABLE CONSIDERATION, as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, effective as of 12:01 a.m. (Eastern daylight time) on the Effective Date (the “Effective Time”) Assignor hereby sells, transfers and conveys to Assignee all right, title and interest in and to the intellectual property listed on Schedule A attached hereto (which is incorporated into and made a part of this Assignment), together with all of the goodwill associated with such intellectual property and all rights of Assignor to sue and recover for any past, present or future infringement, dilution, damage or injury (including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages with respect to the same, the same to be held and enjoyed from and after the Effective Time by Assignee for its own use and for the use of its successors and assigns.

In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

This Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of Delaware to be applied.

This Assignment may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Assignment but all of which, when taken together, will constitute one and the same agreement.

* * * * *

IN WITNESS WHEREOF, the undersigned parties have caused this Assignment to be executed as of the date first written above.

Westel, Inc.

By: Walter C. Jones
Name: Walter C. Jones
Title: Assistant Secretary

STATE OF)
) SS.
COUNTY OF)

On this 24th day of July, there appeared before me Walter C. Jones personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Westel, Inc..

WITNESS my hand and official seal.

Signature Suzanne C. Pazur (Seal)

My commission expires 8/28/2013
SUZANNE C. PAZUR
Notary Public, Oakland County, MI
Acting in Oakland County, Michigan
My Commission Expires on 08-28-2013

BFG Kalamazoo, LLC

By: _____
Name:
Title:

STATE OF)
) SS.
COUNTY OF)

On this ____ day of _____, there appeared before me _____, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of BFG Kalamazoo, LLC.

WITNESS my hand and official seal.

Signature _____ (Seal) My commission expires _____

INTELLECTUAL PROPERTY ASSIGNMENT

IN WITNESS WHEREOF, the undersigned parties have caused this Assignment to be executed as of the date first written above.

Westel, Inc.

By: _____
 Name:
 Title:

STATE OF _____)
) SS.
 COUNTY OF _____)

On this _____ day of _____, there appeared before me _____, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Westel, Inc..

WITNESS my hand and official seal.

Signature _____ (Seal) My commission expires _____

BFG Kalamazoo, LLC

By: *[Signature]*
 Name: Jack Westerman
 Title: Vice President

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

On this 1st day of August, there appeared before me Jack Westerman personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of BFG Kalamazoo, LLC.

WITNESS my hand and official seal.

Signature *[Signature]* (Seal) My commission expires October 22, 2013



SCHEDULE A

The following registered trademarks:

PLUSHTEX (Serial # 76687623; Reg. # 3514606)

CLASS ACT (Serial # 75150935; Reg. # 2091126)

WETSEL SINCE 1911 (& DESIGN) (Serial # 74126468; Reg. # 1757807)

M.V.P. (Serial # 73826634; Reg. # 1688026)

INTELLECTUAL PROPERTY ASSIGNMENT

LEGAL_US_E # 93693889.2

RECORDED: 08/11/2011

**TRADEMARK
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