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
Jiffy Products of America, Inc.		03/24/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Jiffy International AS	
Street Address:	Markensgate 2A Kristiansand	
City:	NORWAY	
State/Country:	NORWAY	
Postal Code:	N-4610	
Entity Type:	CORPORATION: NORWAY	

PROPERTY NUMBERS Total: 2

Property Type Number		Word Mark	
Serial Number: 77692007		FERRY~MORSE SEEDS GUARANTEED TO GROW	
Registration Number:	3955276	GROW	

CORRESPONDENCE DATA

Fax Number: (312)706-9000

Email: jlwhite@mayerbrown.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Jason L. White Address Line 1: P.O. Box 2828

Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER: 11170706

DOMESTIC REPRESENTATIVE

Name:

Address Line 1: Address Line 2:

TRADEMARK 900218251 REEL: 004742 FRAME: 0597 10P \$65.00 7769

Address Line 3: Address Line 4:			
NAME OF SUBMITTER:	Jason L. White		
Signature:	/Jason L. White/		
Date:	03/24/2012		
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif			

TRADEMARK REEL: 004742 FRAME: 0598

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of March 24, 2012, between Jiffy Products of America, Inc., a Delaware corporation ("Assignor"), and Jiffy International AS, a Norwegian corporation ("Assignee").

Recitals

WHEREAS, Assignor is the owner of all right, title and interest in and to the United States trademark applications and registrations attached hereto as <u>Exhibit A</u>, together with all common law right, title and interest worldwide in and to the marks depicted therein and all goodwill associated therewith (the "Trademarks");

WHEREAS, Assignor is a wholly-owned subsidiary of Assignee; and

WHEREAS, Assignor desires to assign all right, title and interest in the Trademarks and associated goodwill in the Trademarks throughout the world to Assignee and Assignee desires to acquire all of Assignor's right, title and interest in, to and under the Trademarks, together with all goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Trademarks set forth in Exhibit A, together with all goodwill associated with said Trademarks and registrations thereof, including any rights under common law, and including, without limitation, all claims, proceeds and causes of action relating thereto and the right to sue for past, present and future infringements of said Trademarks, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment not been made.
- 2. Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as assignee and owner of any and all of Assignor's right in the Trademarks and to issue to Assignee any registration and renewals resulting from said Trademarks.
- 3. Assignor agrees to execute and deliver at a future date, for no additional consideration, any additional documents that the Assignee reasonably determines are required to reflect the Assignee's ownership of the Trademarks anywhere in the world.
- 4. Assignor will assist in obtaining or providing any further documents which may be required to confirm chain of title thereto.

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TRADEMARK REEL: 004742 FRAME: 0599 IN WITNESS WHEREOF, authorized an representative of Assignor has executed this Assignment as of the 24th day of March, 2012.

JIFFY PRODUCTS OF AMERICA, INC.

Name:

Title:

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Exhibit A

Trademarks

Country	Trademark	Application No.	Registration No.	Registration Date
United States	FERRY—MORSE SEEDS GUARANTEED TO GROW	77/692,007	N/A	N/A – Statement of Use filed March 13, 2012
United States	(1) grow	77/633,163	3,955,276	May 3, 2011

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RECORDED: 03/24/2012

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