

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<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>
Oppenheimer Biotechnology, Inc.		07/25/2012	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Easy Gardener Products, Inc.		
<b>Street Address:</b>	3022 Franklin Avenue		
<b>City:</b>	Waco		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76710		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2009832	BIOZOME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2547546331		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(254) 755-4100		
<b>Email:</b>	powell@namanhowell.com		
<b>Correspondent Name:</b>	John A. Powell, Esq.		
<b>Address Line 1:</b>	P.O. Box 1470		
<b>Address Line 4:</b>	Waco, TEXAS 76703		
<b>ATTORNEY DOCKET NUMBER:</b>	55558-231		
<b>NAME OF SUBMITTER:</b>	John A. Powell		
<b>Signature:</b>	/John A. Powell/		
<b>Date:</b>	09/12/2013		

CH \$40.00 2009832

**Total Attachments: 4**

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**EXHIBIT A**

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (hereinafter "Assignment") made effective January 1, 2012 (the "Effective Date") is by and between Oppenheimer Biotechnology, Inc. a Texas Corporation, having an address of \_\_\_\_\_ ("Assignor") and Easy Gardener Products, Inc., a Texas corporation, having an address of 3022 Franklin Avenue, Waco, Texas 76710 ("Assignee") (Assignor and Assignee each individually referenced as a "Party" and collectively as the "Parties").

**WHEREAS**, Assignor owns the entire rights, title and interest in and to the trademark(s) and trademark registration(s) (hereinafter referred to collectively as "Trademarks") listed on the attached Schedule 1;

**WHEREAS**, Assignee is desirous of acquiring the entire right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, and any and all common law rights of such Assignor to the Trademarks;

**NOW, THEREFORE**, in consideration for the foregoing premises, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment. Assignor does hereby sell, assign and transfer to said Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith, any and all common law rights of Assignor to such Trademarks, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said Trademarks, and in and to all rights corresponding to the foregoing throughout the world.

2. Further Assurances. Assignor agrees to execute all papers and to perform such other proper acts as said Assignee may deem necessary to secure to Assignee or to its designee the rights herein assigned, including, but not limited to, executing and delivering to Assignee all such further instruments, assignments, assurances and other documents as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee all rights herein assigned.

3. Counterparts. This Assignment may be executed in counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this instrument to be duly executed to be effective as of the Effective Date.

**[SIGNATURE PAGES FOLLOW]**

**ASSIGNOR:**

**OPPENHEIMER BIOTECHNOLOGY, INC.**

By: \_\_\_\_\_

*JWewe*

Title: \_\_\_\_\_

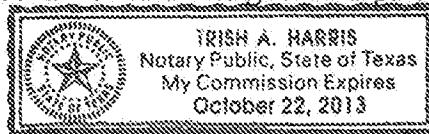
*President*

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

On this 25<sup>th</sup> day of July, 2012, personally appeared before me JENNIFER NEVE, known to me to be the PRESIDENT of Oppenheimer Biotechnology, Inc., the Assignor named in the forgoing Agreement, and acknowledged that he/she executed the foregoing Agreement on behalf of said Assignor and pursuant to authority duly received.



\_\_\_\_\_  
Notary Public, State of Texas

**ASSIGNEE:**

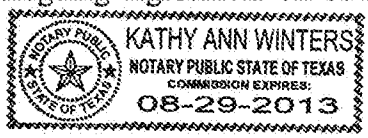
**EASY GARDENER PRODUCTS, INC.**

By: Paul E. McCray

Title: V.P. Merchandise

STATE OF TEXAS                   §  
   §  
COUNTY OF McLennan       §

On this 28<sup>th</sup> day of July, 2012, personally appeared before me Paul McCray, known to me to be the VP Merchandise of Easy Gardener Products, Inc., the Assignee named in the forgoing Agreement, and acknowledged that he/she executed the foregoing Agreement on behalf of said Assignee and pursuant to authority duly received.



Kathy Ann Winters  
Notary Public, State of Texas

**SCHEDULE 1**

**U.S. Trademark Applications/Registrations**

<b>Mark</b>	<b>App. No./Reg. No.</b>	<b>Status</b>
BIOZOME	2,009,832	Registered