

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woodstream Corporation		09/12/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Midwest Air Technologies, Inc.		
Street Address:	6700 Wildlife Way		
City:	Long Grove		
State/Country:	ILLINOIS		
Postal Code:	60047		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3892443	AVANT GARDEN	
Registration Number:	3892440	GARDENER'S BLUE RIBBON	
Registration Number:	1586807	COBRA	
Registration Number:	2135156		
Registration Number:	2001996	PLANT CADDY	
Registration Number:	3588731	STAKE IT EASY	
Registration Number:	2843083	STURDY STAKE	
Registration Number:	2902454	ULTOMATO	
Registration Number:	2304250	WORMIE	
Registration Number:	2311539	WORMIE THE WATER SENSOR	
Registration Number:	4111311	THE DRIP CATCHER	
Registration Number:	4133169	SAUCER PLUS	
Serial Number:	86935737	AVANT GARDEN DECOR	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-360-0080		
Email:	tmdocket@gbclaw.net		

OP \$340.00 3892443

Correspondent Name: Greer, Burn & Crain
Address Line 1: 300 S. Wacker Drive
Address Line 2: Suite 2500
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Lawrence J. Crain

SIGNATURE: /Lawrence J. Crain/

DATE SIGNED: 09/28/2016

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made as of September 12, 2016 by Woodstream Corporation, a Pennsylvania corporation having a principal place of business at 69 N. Locust Street, Lilitz, Pennsylvania 17543 (“Assignor”), in favor of Midwest Air Technologies, Inc., an Illinois corporation having a principal place of business at 6700 Wildlife Way, Long Grove, Illinois 60047 (“Assignee”).

RECITALS

WHEREAS, Assignor is the owner of the tradenames and trademarks set forth on Appendix A attached hereto (individually and collectively “Trademark”);

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of September 12, 2016 (“Asset Purchase Agreement”) pursuant to which Assignor is selling certain of its assets related to its Business to Assignee, including all rights to the Trademark;

WHEREAS, all capitalized terms not herein defined shall have the meaning set forth in the Asset Purchase Agreement; and

WHEREAS, Assignor desires to sell, convey, transfer, and assign to Assignee all of Assignor’s right, title and interest in, to and under the Trademark.

NOW, THEREFORE, in consideration of the agreements set forth in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby acknowledges and agrees as follows:

1. **Assignment.** Assignor hereby sells, conveys, transfers, and assigns to Assignee (i) all right, title and interest in, to and under the Trademark and the goodwill of the business symbolized by the Trademark, (ii) the reissues, divisions, continuations, renewals, extensions, continuations-in-part, and improvements thereof, (iii) all income, royalties, damages and payments hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages and payments for past or future infringements and misappropriations of the Trademark, and (iv) all rights to sue for past, present, and future infringements or misappropriations of the Trademark.

2. **Governing Law.** This Assignment shall be construed, governed and interpreted in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.

3. **Further Assurances.** Assignor further covenants that it will execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment and securing, completing or vesting in the Assignee the ownership of the Trademark.

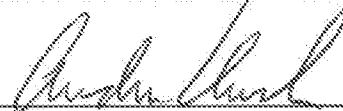
[Signature Page Follows]

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

ASSIGNOR:

WOODSTREAM CORPORATION

By:



Name: Andrew Church

Title: Chief Financial Officer, Executive Vice
President and Secretary

Appendix A
Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
Avant Garden (Actual Use)	3892443	Dec. 21, 2010	United States
Gardener's Blue Ribbon (Actual Use)	3892440	Dec. 21, 2010	United States
COBRA	1,586,807	Mar. 13, 1990	United States
Design of Edge	2,135,156	Feb. 10, 1998	United States
PLANT CADDY	2,001,996	Sep. 17, 1996	United States
STAKE IT EASY	3,588,731	Mar. 10, 2009	United States
Sturdy Stake	2843083	May 18, 2004	United States
Ultomato	2902454	Nov. 09, 2004	United States
WORMIE	2,304,250	Dec. 28, 1999	United States
WORMIE THE WATER SENSOR	2,311,539	Jan. 25, 2000	United States
The Drip Catcher	4,111,311	Mar. 13, 2012	United States
Saucer Plus	4,133,169	Apr. 24, 2012	United States
AVANT GARDEN DÉCOR	86/935,737 (pending)		United States
Gardener's Blue Ribbon & Design	TMA 634,359	July 26, 2006	Canada