

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PIKE NURSERY HOLDING LLC		03/03/2008	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	PIKE NURSERIES ACQUISITION, LLC		
Street Address:	3555 Koger Blvd		
Internal Address:	Suite 360		
City:	Duluth		
State/Country:	GEORGIA		
Postal Code:	30096		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2005587	PLAY IN THE DIRT	
CORRESPONDENCE DATA			
Fax Number:	4045274198		
<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>			
Email:	mlaip@dentons.com		
Correspondent Name:	Alison M. LeVasseur		
Address Line 1:	303 Peachtree Street, NE		
Address Line 2:	Suite 5300		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	15030149-000004		
NAME OF SUBMITTER:	Alison M. LeVasseur		
SIGNATURE:	/aml/		
DATE SIGNED:	10/11/2016		
Total Attachments: 4			
source=Play In the Dirt Assignment#page1.tif			
source=Play In the Dirt Assignment#page2.tif			
source=Play In the Dirt Assignment#page3.tif			

CH \$40.00 2005587

ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY is executed this 3rd day of March, 2008, by and between PIKE NURSERY HOLDING LLC, a Georgia limited liability company and Debtor and Debtor in Possession ("Assignor") under Case No. 07-79129-mgd (the "Case") in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the "Bankruptcy Court"), and PIKE NURSERIES ACQUISITION, LLC, a Delaware limited liability company ("Assignee").

Contemporaneously with the execution of this Assignment, pursuant to an Asset Purchase Agreement dated February 28, 2008 ("Purchase Agreement"), as approved by the order of the Bankruptcy Court authorizing this transaction entered on March 3, 2008, by and among Assignor and Armstrong Garden Centers, Inc., and assigned to Assignee pursuant to Section 12.14 of the Purchase Agreement, Assignor has conveyed to Assignee substantially all of Assignor's business and assets located on, and/or used in connection with, (i) fourteen (14) retail garden center stores (the "Stores") at locations described in Exhibits A-1 and A-2 attached hereto, and (ii) the real property more particularly described in Exhibit A-3 (the "Land", and collectively with the Stores, the "Premises"). Assignor and Assignee intend that Assignor's right, title and interest, if any, in and to the intangible property described herein be assigned and transferred to Assignee. All terms used and not otherwise defined herein shall have the meanings assigned them in the Purchase Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Intangible Property. Assignor hereby assigns, conveys, transfers and sets over unto Assignee, without warranty, express or implied, except as provided in the Purchase Agreement, any and all of Assignor's right, title and interest, if any, in and to all intangible personal property owned by Assignor and used in connection with the Land or the Stores, to the extent of Assignor's interest and to the extent transferable, together with all books, records and like items pertaining to the Land or the Stores, including, without limitation, the names "Pike," "Pike Nursery," "Pike Nurseries," "Pike Family Nurseries," "Pike Family Nurseries Signature Collection," "Atlanta Signature Collection," "Pike Design Group," "Pike Resource Group," "Pike Wholesale Nurseries," "Pike Rewholesale Nurseries" and "Pike Play in the Dirt" (whether used in connection with the Business, the Seller's wholesale nursery business or otherwise), trademarks including, but not limited to those listed in Exhibit B-1 attached hereto, any and all registrations, applications, and/or common law rights for Assignor's trademarks together with all of the goodwill of Assignor's business symbolized by or associated with the marks including, but not limited to, those trademarks listed in Exhibit B-1 attached hereto, copyrights including, but not limited to those listed in Exhibit B-2 attached hereto, trade names, service marks, all plans and specifications for the Improvements, all appraisals, engineering, soils, pest control, and other reports relating to the Premises, licenses, contracts and contract rights

TRADEMARK

REEL: 005899 FRAME: 0129

and other agreements (to the extent such contracts or agreements are assumed by Assignee), catalogues, customer lists relating to the Business and other data bases, software programs, telephone exchange numbers relating to the Business, domain names, including, but not limited to those listed on Exhibit B-3 attached hereto, URLs, web pages, advertising materials and correspondence with present or prospective customers and suppliers (the "Intangible Property"). The Intangible Property shall not include any accounts or accounts receivable of Assignor, nor shall it include materials containing privileged communications or information about employees, disclosure of which would violate an employee's reasonable expectation of privacy, customer lists relating to Assignor's wholesale nursery business, or any other assets expressly excluded from the sale under the terms of the Purchase Agreement.

2. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

3. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

ASSIGNEE:

Pike Nurseries Acquisition, LLC

By: 
Name: Michael D. Kuneo
Its: President

ASSIGNOR:

Pike Nursery Holding, LLC

By: _____
Name:
Its:

and other agreements (to the extent such contracts or agreements are assumed by Assignee), catalogues, customer lists relating to the Business and other data bases, software programs, telephone exchange numbers relating to the Business, domain names, including, but not limited to those listed on Exhibit B-3 attached hereto, URLs, web pages, advertising materials and correspondence with present or prospective customers and suppliers (the "Intangible Property"). The Intangible Property shall not include any accounts or accounts receivable of Assignor, nor shall it include materials containing privileged communications or information about employees, disclosure of which would violate an employee's reasonable expectation of privacy, customer lists relating to Assignor's wholesale nursery business, or any other assets expressly excluded from the sale under the terms of the Purchase Agreement.

2. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

3. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

ASSIGNEE:

Pike Nurseries Acquisition, LLC

By: _____

Name: Michael D. Kunce

Its: President

ASSIGNOR:

Pike Nursery Holding, LLC

By: 

Name: Scott Schney

Its: Chairman & CEO


TRADEMARK

REEL: 005899 FRAME: 0131

EXHIBIT B-1

Trademarks

Federal Registrations

1. EARTH HELPER (US Reg. No. 1,784,333)
2. EARTH HELPER (US Reg. 3,026,337)
3. THE KNOW HOW TO GROW (US Reg. No. 1,804,973)
4.  a.k.a. PIKE FAMILY NURSERIES & Design) (US Reg. No. 1,827,852)
5. PLAY IN THE DIRT (US Reg. No. 2,005,587)
6. PIKE NURSERIES (US Reg. No. 1,639,317)

Pending Federal Applications

1. GROWN IN THE BLUE FOR GREAT GARDENS (US Ser. No. 77/106999)
2. EARTH HELPER (US Ser. No. 76/541603)

Georgia State Registrations

1. ATLANTA BLEND (T-11,204)
2. PIKE & Design (T-15563)
3. PIKE FAMILY NURSERIES & Design (S-15545)

International Registrations

1. PLAY IN THE DIRT (Canadian Reg. No. TMA 519,425)