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OMB No. 0651-0011 (exp. 4/04)
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Docket No. 5728

To the Honorable Commissioner of Patents and Trademarks
101326550
and related documents or copy thereof.

1. Name of conveying party(ies)
Tierra Enterprises, LLC
Individual(s) Association
General Partnership Limited Partnership
 Corporation-State of Delaware
 Other: Indiana Limited Liability Company (LLC)
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Garden.com, Inc.
Internal Address:
Street Address: 3301 Steck Avenue
City: Austin State: TX Zip: 78757
Individual(s) citizenship
Association
 General Partnership
 Limited Partnership
 Corporation - Delaware
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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OPR/FINANCE
MAY 15 11 30 AM '01

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: January 21, 2000

4. Application number(s) or patent number(s):

Additional numbers attached? Yes No

B. Trademark Registration No. 2171627

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Peter W. Becker, Esq.
Internal Address: Reinhart, Boerner, Van Deuren
Norris & Rieselbach, s.c.
P.O. Box 514000
Milwaukee, WI 53203-3400

Street Address: 1000 North Water Street, Ste. 2100
City: Milwaukee State: WI Zip: 53202-0900

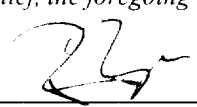
6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
Authorized to be charged to deposit account
 Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.

8. Deposit account number:
18-0882
(Attach duplicate copy of this page if paying by deposit account)

04/19/2000 JSH/BAZZ 00000156 2171627
01 FC:481 40.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document
Peter W. Becker  March 8, 2000
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: [5]

580597

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002055 FRAME: 0077

ASSIGNMENT OF INTELLECTUAL PROPERTIES

THIS ASSIGNMENT OF INTELLECTUAL PROPERTIES, effective as of the date of the last signature below, is between TIERRA ENTERPRISES, LLC ("Assignor"), an Indiana limited liability company, and GARDEN.COM, INC. ("Assignee"), a Delaware corporation.

RECITALS

A. Assignor is the owner of all right, title and interest in and to certain intellectual properties as specified below.

B. Assignor desires to assign all its right, title and interest in these properties to Assignee and Assignee desires to accept such assignment.

AGREEMENTS

In consideration of the recitals and mutual agreements that follow and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignee and Assignor agree as follows:

1. Assignment of Trademark. Assignor assigns and contributes to Assignee all of Assignor's right, title and interest worldwide in and to the trademark listed in Schedule A attached hereto, along with all of the goodwill associated with such trademark.

2. Assignment of Accrued Enforcement Rights. The Assignor assigns and contributes to the Assignee any causes of action for infringement of any of the intellectual properties specified in Section 1 above that may have accrued prior to the execution date of this Agreement.

3. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense, such assistance including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required: in the preparation, prosecution and/or maintenance of any applications for patents or registration of the intellectual property assigned pursuant to this Assignment; in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the

intellectual property assigned pursuant to this Assignment; and in the implementation or perfection of this Assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seal.

ASSIGNOR:

TIERRA ENTERPRISES, LLC

BY Charles A. Steppan
Its CEO

State of Indiana)
 : SS
Dubuque County)

On this 21 day of JANUARY, 2000, before me appeared CHARLES A. STEPPAN to me personally known, who, being by me duly sworn, did say that he is CEO of Tierra Enterprises, LLC, and that said instrument was signed on behalf of said limited liability by authority of the Manager.

Peter F. Murphy III
(Peter F. Murphy III)
Notary Public, State of INDIANA
My commission 10/28/06

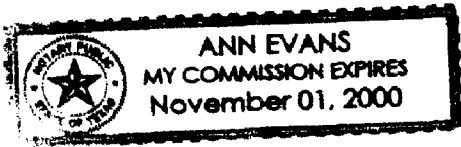
ASSIGNEE:

GARDEN.COM, INC.

BY [Signature]
Its _____

State of Texas)
 : SS
Tarrant County)

On this 21st day of January, 2000, before me appeared Wiford A. Sharpes to me personally known, who, being by me duly sworn, did say that he is Chief Executive Officer of Garden.com, Inc., and that said instrument was signed on behalf of said corporation by authority of the Board of Directors.



[Signature]
(_____)
Notary Public, State of Texas
My commission 11-1-2000

SCHEDULE A

Federal Trademark Registration

United States Trademark Office Serial Number 75-053246 for "EARTHMADE"