

08-03-2000



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Docket No.:

41092/20861

Tab settings

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attached original documents or copy thereof.

1. Name of conveying party(ies):

The National Gardening Association, Inc.

*MNO
Co. 27.00*

- Individual(s)
- General Partnership
- Corporation-State **Vermont**
- Other

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **MySeasons.com, Inc.**

Internal Address:

Street Address: **215 Park Avenue South**

City: **New York** State: **NY** ZIP: **10003**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Delaware**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **5/16/2000**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/829335
76/051515

Additional numbers

B. Trademark Registration No.(s)

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Mitzi G. Cherry**

Internal Address: **Thompson Coburn LLP**

Street Address: **One Firststar Plaza**

City: **St. Louis** State: **MO** ZIP: **63101**

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):.....\$ **\$65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0823 (if fee deficient)

08/02/2000 NTHAI1 00000124 75829335

DO NOT USE THIS SPACE

01 FC:481 40.00 OF
02 FC:482 25.00 OF

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.

Mitzi G. Cherry

Name of Person Signing

Mitzi G. Cherry
Signature

6/28/2000
Date

Total number of pages including cover sheet, attachments, and

10

TRADEMARK

ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS (this "Assignment") is executed effective as of the 16th day of May, 2000 ("Effective Date"), by and between **NATIONAL GARDENING ASSOCIATION, INC.**, a Vermont not for profit corporation ("Assignor"), and **MYSEASONS.COM, INC.**, a Delaware corporation ("Assignee").

RECITALS

- A. Assignor and Assignee are among the parties to an Asset Purchase Agreement, dated the date hereof ("Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain assets, properties and rights pertaining to the business of Assignor.
- B. Assignor is the owner of the right, title and interest in and to certain trademarks, service marks, trade names and patents and in each instance owns the registrations and applications for registration thereof.
- C. In furtherance of the transactions contemplated by the Asset Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to such trademarks, service marks, trade names and patents, and the registrations and applications thereof, and the goodwill associated therewith.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto do hereby covenant and agree as follows:

1. **Assignment.** Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the following described property:

(a) each trademark, service mark, trademark or service mark registration, trade name, trade style, trademark or service mark application, brand name, franchises, discoveries and other know-how listed on Schedule A, attached hereto and incorporated herein by reference; and (i) renewals, applications, licenses or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties and damages, profits and all other remedies for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Trademarks");

(b) the goodwill of Assignor's business connected with and symbolized by the Trademarks; and

(c) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a) and (b) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a) and (b) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items.

2. **Recording of Ownership.** Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as assignee and owner of the Trademarks, and applications and registrations therefor, in the United States.


3. **Further Assistance.** Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Trademarks; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, but not limited to, testifying as to any facts relating to the Trademarks assigned herein and this Assignment; (3) in obtaining any additional protection for the Trademarks that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) the implementation and perfection of this Assignment.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed on its behalf as of the Effective Date.

“Assignor”

NATIONAL GARDENING ASSOCIATION, INC.

By  _____
David E. Els, President

“Assignee”

MYSEASONS.COM, INC.

By _____
**Barry Marchessault,
President and Chief Executive Officer**

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed on its behalf as of the Effective Date.


“Assignor”

NATIONAL GARDENING ASSOCIATION, INC.

By _____
David E. Els, President

“Assignee”

MYSEASONS.COM, INC.

By  _____
**Barry Marchessault,
President and Chief Executive Officer**

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF VERMONT)
)
COUNTY OF CHITTENDEN)

On this 15th day of May, 2000, before me personally appeared David E. Els, to me personally known, who, being by me duly sworn, did say that he is the President of National Gardening Association, Inc., a Vermont not for profit corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said David E. Els acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal)



Notary Public

My Commission Expires: 2/10/03.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 16th day of May, 2000, before me personally appeared Barry Marchessault, to me personally known, who, being by me duly sworn, did say that he is the President and Chief Executive Officer of MySeasons.com, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Barry Marchessault acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal)

Notary Public

My Commission Expires: _____.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF VERMONT)
)
COUNTY OF CHITTENDEN)

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(Seal)

Notary Public

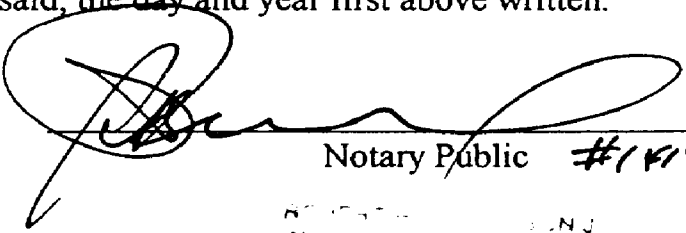
My Commission Expires: _____

New Jersey
STATE OF ~~NEW YORK~~)
Somerset
COUNTY OF ~~NEW YORK~~)

On this 16th day of May, 2000, before me personally appeared Barry Marchessault, to me personally known, who, being by me duly sworn, did say that he is the President and Chief Executive Officer of MySeasons.com, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Barry Marchessault acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal)



Notary Public #141940

My Commission Expires: *8/04*

NOTARY PUBLIC
NEW JERSEY
My Commission Expires: *8/04*

SCHEDULE A

United States Trademarks

GoGarden!
The Backyard Companion
Learning Garden