

05-30-2003



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Vincenza Williams
(Typed or Printed Name of Person Signing Certificate)
Vincenza Williams
April 30, 2003

Form PTO-1594
(Rov. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings

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TRADEMARKS ONLY

U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
MYSEASONS.COM, INC.
S-2-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: NATIONAL GARDENING ASSOCIATION, INC.
Internal
Address:
Street Address: 1100 Dorset Street
City: S. Burlington State: Vermont Zip: 05403
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Vermont
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: October 31, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76061298, 75875789
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Candace Lynn Bell, Esq.
Internal Address: cbell@kavinokycook.com
Street Address: 120 Delaware Avenue
Suite 600
Date: 05/29/2003 BY: [unclear] Bu: 6000096 76061298 Date: NY Zip: 14202

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: 50-1024
(Attach duplicate copy of this page if paying by deposit account)

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.
Candace Lynn Bell, Esq.
Name of Person Signing
Signature
April 30, 2003
Date
Total number of pages including cover sheet, attachments, and document: 5

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

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GENERAL BILL OF SALE AND ASSIGNMENT

THIS GENERAL BILL OF SALE AND ASSIGNMENT (“Bill of Sale”) is executed effective as of the 31st day of October, 2001 by MYSEASONS.COM, INC., a Delaware corporation (“Seller”), in favor of NATIONAL GARDENING ASSOCIATION, INC., a Vermont not for profit corporation (“Buyer”).

RECITAL:

Seller and Buyer entered into a certain Stipulation for Settlement of Claims, Relief from Automatic Stay, Turnover of Collateral, and Withdrawal of Assets from Auction, dated August 23, 2001 (the “Stipulation”), which Stipulation was approved by the United States Bankruptcy Court for the District of Delaware, pursuant to which Seller has agreed to assemble and deliver Collateral (as such term is defined in the Stipulation) to Buyer, upon the terms and conditions set forth in the Stipulation.

AGREEMENT:

IN CONSIDERATION of the premises, the covenants and the agreements contained herein and in the Stipulation, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the terms and conditions set forth in the Stipulation, at the opening of business on the date hereof, Seller does hereby bargain, sell, convey, assign, transfer and deliver substantially all of the tangible and intangible assets of Seller, including but not limited to: (i) the assets listed on Schedule A attached hereto and (ii) Lot G, as described in the schedules appended to Seller’s bidding procedures motion, and attached hereto for purposes of convenience (collectively, the “Assets”) to Buyer, its successors and assigns, forever. The only assets of Seller that are, for purposes of this Bill of Sale, excluded from the Assets are:

(a) Any and all rights under the Stipulation, claims, counterclaims, demands and causes of action of Seller, including, without limitation, avoidance claims or causes of action arising under the United States Bankruptcy Code or applicable state law; provided, however, that the Assets include all claims of Seller against third parties (other than the other Debtors (as such term is defined in the Stipulation)) arising with respect to contracts assigned to Buyer as part of the Assets;

(b) Any and all rights under the Excluded Agreements, as such term is defined in the Security Agreement between Buyer and Seller dated May 16, 2000;

(c) Any and all instruments, prepaid assets and deposits, receivables for services performed prior to the date that the order approving the Stipulation becomes a final order under applicable law, letters of credit proceeds, unbilled costs and fees, tax refunds, and accounts; provided, however, that the Assets include all outstanding accounts receivable with respect to contracts assigned to Buyer as part of the Assets, and provided further that nothing in

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April 30, 2003

this Bill of Sale is intended to affect Buyer's right to draw upon the Letter of Credit (as such term is defined in the Stipulation) and retain its proceeds;

(d) All information, files, records, data, plans, contracts, and recorded knowledge, including customer and supplier lists, advertising and marketing data and records, credit records and all copies of marketing brochures and materials, related to or used in connection with Seller's business from the inception of Seller's business through July 2, 2001, but only to the extent that any of the foregoing are privileged or are otherwise subject to third party privacy rights, and shall include, but not be limited to: (i) all tax and financial accounting records of Seller; (ii) all minutes books of Seller; (iii) all written materials that Seller is required by law to retain.

(e) Any and all cash and cash equivalents; provided, however, that Buyer shall be entitled to receive the cash, if any, resulting from payments received by Seller after July 2, 2001 under contracts assigned to Buyer as part of the Assets;

(f) All rights under Seller's insurance policies (including health insurance, worker's compensation insurance and life insurance), and any right to refunds due with respect to such insurance policies; and

(g) Any executory contracts and unexpired leases.

2. Subject to the terms and conditions set forth in the Stipulation and to the extent reasonably practicable, from and after the date hereof, Seller shall, upon the request of Buyer, execute, deliver and perform, as applicable, all such further acts, assurances, assignments, transfers, conveyances, powers of attorney and other instruments and papers as may be reasonably requested by Buyer to sell, convey, assign, transfer and deliver to and vest in Buyer and protect its right, title and interest in and to the Assets.

3. Buyer has inspected the assets to be turned over to Buyer pursuant to the Stipulation. Seller has represented that certain of the tangible assets listed in the attachments to the Stipulation were previously sold or are otherwise not available to be turned over to Buyer, and Buyer acknowledges that Seller's failure to turn over such assets will not give rise to any claim against Seller.

4. In the event of any conflict or inconsistency between this Bill of Sale and the Stipulation, the terms of the Stipulation shall control.

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SCHEDULE A
List of Tangible and Intangible Assets of MySeasons

- 1. **Contracts**
Intentionally omitted; asset conveyed separately.
- 2. **Leases**
Intentionally omitted; asset conveyed separately.
- 3. **Supplies** - all furniture, fixtures and office supplies
- 4. **Trademarks**
mySEASONS
mySEASONS and Design
GoGarden
The Backyard Companion
Learning Garden
Gardeners Serving Gardeners
Infodigger

5. **Domain Names**

gardennews.com
gardennews.org
gardennews.net
gardenseasons.com
gardenseasons.net
gardenseasons.org
homeseasons.net
homeseasons.org
moregarden.com
moregarden.net
moregarden.org
myseason.com
myseason.net
myseasons.com
myseasons.net
myseasons.org
nationalgardening.com
nationalgardening.org
nationalgardening.net
yourseasons.com
yourseasons.net
yourseasons.org