

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Order Approving Sale

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Grant Thornton Limited		06/15/2007	Court appointed Receiver: CANADA

RECEIVING PARTY DATA

Name:	Greenstar Plant Products Inc.
Street Address:	P.O. Box 10026
Internal Address:	25th Floor, 700 West Georgia Street
City:	Vancouver
State/Country:	CANADA
Postal Code:	V7Y 1B3
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2645593	GEN-X PLANT EFFECTS
Registration Number:	3031234	GROTEK
Serial Number:	77060510	MONSTER BLOOM
Serial Number:	77067552	VITAMAX
Serial Number:	77063625	BLOSSOM BLASTER
Registration Number:	3185028	HEAVY BLOOM
Registration Number:	3185027	BLOOM FUEL

CORRESPONDENCE DATA

Fax Number: (604)689-7216
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 604-689-7276
 Email: csharik@psipl.com
 Correspondent Name: Paul Smith Intellectual Property Law

OP \$190.00 2645593

Address Line 1: 1508 West Broadway
Address Line 2: Suite 330
Address Line 4: Vancouver, CANADA V6J 1W8

ATTORNEY DOCKET NUMBER: 441A3

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

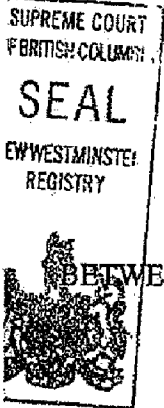
NAME OF SUBMITTER: Paul Smith

Signature: /Paul Smith/

Date: 10/18/2007

Total Attachments: 13

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No. S89073
NEW WESTMINSTER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

TIMOTHY C. WALKER AND SUNERGY HOLDINGS LTD.

PETITIONERS

AND:

FONDA TRE-ANNE BETTS, ALLIE'S WHOLESALE
GARDEN SUPPLIES LTD., GROTEK MANUFACTURING INC., AGROTEK
MANUFACTURING INC., AGGRO PLASTICS INC. AND 584354 B.C. LTD.

RESPONDENTS

ORDER APPROVING SALE

BEFORE THE HONOURABLE)
MADAM JUSTICE SMITH)
FRIDAY, THE 15TH DAY
OF JUNE, 2007

THE APPLICATION of the Receiver herein (the "Receiver"), Grant Thornton Limited, coming on for hearing on this day at New Westminster, British Columbia; and upon hearing Alan H. Brown, counsel for the Receiver and upon hearing Duncan Magnus, counsel for the Petitioner Timothy C. Walker, and William E. J. Skelly, counsel for Respondent Fonda Tre-Anne Betts and Robert Sloman, counsel for Greenstar Plant Products Inc., and upon reading the material filed;

THIS COURT ORDERS that:

1. The sale of the Assets of the respondents Allie's Wholesale Garden Supplies Ltd., Grotek Manufacturing Inc., Agrotek Manufacturing Inc. and Aggro Plastics Inc. to Greenstar Plant Products Inc. (the "Purchaser"), on the terms and conditions and for the price set out in the

Agreement of Purchase and Sale (the "Agreement of Purchase and Sale") dated May 23, 2007
among:

- (a) Allie's Wholesale Garden Supplies Ltd., Grotek Manufacturing Inc., Agrotek Manufacturing Inc. and Aggro Plastics Inc. (jointly referred to as the "Allie's Group of Companies);
- (b) Grant Thornton Limited, in its capacity as court appointed receiver of the Allie's Group of Companies,
- (c) Greenstar Plant Products Inc. (the "Purchaser");
- (d) Timothy C. Walker ("Walker"); and
- (e) Fonda Tre-Anne Betts ("Betts"),

is hereby approved.

2. All capitalized terms used in this Order shall, unless otherwise noted, have the meaning given to them in the Agreement of Purchase and Sale.

3. The Closing Date be set at June 15, 2007, or so soon before or so soon thereafter as the Receiver and the Purchaser shall agree.

4. Upon the Receiver filing with the Court a letter confirming receipt of the Estimated Purchase Price less the Deposit, and subject to the terms of this Order, the Assets be and the same are hereby conveyed to and shall vest in the Purchaser, free and clear of all liens, charges and encumbrances and any estate, right, title, interest, equity of redemption, and other claims of any nature or kind, other than the Permitted Encumbrances.

5. Subject to receiving the Estimated Purchase Price less the Deposit, the Receiver and each company within the Allie's Group of Companies is hereby authorized and directed to implement and complete the Transaction in accordance with the terms and conditions of the

Agreement of Purchase and Sale, and to sell, transfer, assign, and otherwise convey to the Purchaser all of the right, title and interest of the Allie's Group of Companies in and to the Assets on the terms set out in the Agreement of Purchase and Sale, and in completing the Transaction, the Receiver be and hereby authorized and directed:

- (a) to execute and deliver on behalf of the Allie's Group of Companies such additional, related and ancillary documents and assurances governing or giving effect to the Transaction as the Receiver may deem reasonably necessary or advisable to conclude the Transaction and all such documents are hereby ratified, approved and confirmed; and
- (b) to take such steps as the Receiver may deem reasonably necessary or incidental to the performance of the obligations of the Receiver or of any company within the Allie's Group of Companies under the Agreement of Purchase and Sale, or in furtherance of this Order.

6. The Purchase Price after adjustments shall be paid to the Receiver, in trust, in accordance with the Agreement of Purchase and Sale and this Order.

7. The Receiver is authorized and directed to retain the sum of \$300,000 and, subject to the terms and conditions of the Agreement of Purchase and Sale, pay out the balance of the Purchase Price after adjustment to Allie's Wholesale Garden Supplies Ltd. The \$300,000 retained by the Receiver pursuant to this paragraph 7 shall, be paid out according to the following priorities without further order:

- (a) any and all monies required by federal or provincial law to be deducted, withheld and remitted by the Respondents Allie's Wholesale Garden Supplies Ltd., Grotek Manufacturing Inc., Agrotek Manufacturing Inc. and Aggro Plastics Inc. to any federal or provincial taxation authority, together with any interest and penalties payable thereon;
- (b) net GST, if payable unless the purchaser is a GST registrant;

- (c) subject to paragraph 13, to all other secured and all unsecured creditors of the Respondents Allie's Wholesale Garden Supplies Ltd., Grotek Manufacturing Inc., Agrotek Manufacturing Inc. and Aggro Plastics Inc. (excluding the secured claims of Walker and Betts), the amounts required to fully pay and satisfy all just debts, claims and obligations owed to them by the Respondents Allie's Wholesale Garden Supplies Ltd., Grotek Manufacturing Inc., Agrotek Manufacturing Inc. and Aggro Plastics Inc. to the extent such debts, claims and obligations are not satisfied by the Purchaser under the terms of the Agreement of Purchase and Sale;
- (d) the balance, if any, then remaining of the proceeds of the sale, to be paid out to the parties only:
 - (i) in accordance with the terms of the Agreement of Purchase and Sale; and
 - (ii) in accordance with any Order of this Honourable Court, or agreement in writing between the Petitioner Timothy C. Walker and the Respondent Fonda Tre-Ann Betts

8. Upon paying the Purchase Price after adjustments to Allie's Wholesale Garden Supplies Ltd., the Receiver be and is hereby authorized to apply for an order discharging it as Receiver of the Allie's Group of Companies.

LIQUIDATION

9. Subject to paragraph 10 below, the Respondents Allie's Wholesale Garden Supplies Ltd., Grotek Manufacturing Inc., Agrotek Manufacturing Inc. and Aggro Plastics Inc. be liquidated and dissolved in accordance with Division 4 of Part 10 of the *Business Corporations Act*, S.B.C. 2002, c.57 (the "Act") as amended.

10. Following the closing of the transaction contemplated in the Agreement of Purchase and Sale, and effective immediately upon the passage of a resolution or resolutions of the directors of each company in the Allie's Group so providing, Grant Thornton Limited be and

is hereby appointed liquidator (the "Liquidator"), without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including the proceeds thereof (collectively, the "Property") of each of the members of the Allie's Group of Companies in respect of which such a director's resolution has been passed.

11. The Liquidator is hereby authorized to comply in all respects with sections 329, 330, 331, 333, 338, 341 and 343 of the Act.

12. The Liquidator is hereby empowered and authorized, but not obligated, to act immediately following the closing of the transaction contemplated in the Agreement of Purchase and Sale in respect of the Assets and, without in any way limiting the generality of the foregoing, to do any of the following where the Liquidator considers it necessary or desirable:

- (a) take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) receive, preserve, protect and maintain control of the Property, or any part or parts thereof;
- (c) cease to carry on all or any part of the business of the Allie's Group of Companies, or cease to perform any contracts of the Allie's Group of Companies;
- (d) engage consultants, agents, auditors, accountants, legal counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
- (e) receive and collect all monies and accounts now owed or hereafter owing to the Allie's Group of Companies and to exercise all remedies of the members of the Allie's Group of Companies in collecting such monies, including, without limitation, to enforce any security held by the members of the Allie's Group of Companies;

- (f) settle, extend or compromise any indebtedness owing to or by the Allie's Group of Companies;
- (g) execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Liquidator's name or in the name and on behalf of the Allie's Group of Companies, for any purpose pursuant to this Order;
- (h) initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Allie's Group of Companies, the Property or the Liquidator, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, provided that nothing in this Order shall authorize the Liquidator to defend or settle the action(s) in which this Order is made unless otherwise directed by this Court;
- (i) report to, meet with and discuss with such affected Persons (as defined below) as the Liquidator deems appropriate on all matters relating to the Property and the liquidation, and to share information with such Persons, subject to such terms as to confidentiality as the Liquidator deems advisable;
- (j) exercise any shareholder, partnership, joint venture or other rights which the Allie's Group of Companies may have; and
- (k) take any steps reasonably incidental to the exercise of these powers.

13. The Liquidator is authorized and directed to pay out any and all funds in its possession or control according to the following priorities without further order:

- (a) any and all monies required by federal or provincial law to be deducted, withheld and remitted by the Respondents Allie's Wholesale Garden Supplies Ltd., Grotek Manufacturing Inc., Agrotek Manufacturing Inc. and Aggro Plastics Inc. to any

federal or provincial taxation authority, together with any interest and penalties payable thereon;

- (b) net GST, if payable in respect of the Transaction, unless the purchaser is a GST registrant;
- (c) subject to paragraph 14, to all other secured and all unsecured creditors of the Respondents Allie's Wholesale Garden Supplies Ltd., Grotek Manufacturing Inc., Agrotek Manufacturing Inc. and Aggro Plastics Inc., the amounts required to fully pay and satisfy all just debts, claims and obligations owed to them by the Respondents Allie's Wholesale Garden Supplies Ltd., Grotek Manufacturing Inc., Agrotek Manufacturing Inc. and Aggro Plastics Inc. to the extent such debts, claims and obligations are not satisfied by the Purchaser under the terms of the Agreement of Purchase and Sale;
- (d) the balance, if any, then remaining of the proceeds of the sale, to be paid out to the parties as soon as reasonably possible, only:
 - (i) in accordance with the terms of the Agreement of Purchase and Sale; and
 - (ii) in accordance with any Order of this Honourable Court, or agreement in writing between the Petitioner Timothy C. Walker and the Respondent Fonda Tre-Ann Betts

and in each case where the Liquidator takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Allie's Group of Companies, and without interference from any other Person.

14. All payments made by any person or persons pursuant to or in reliance upon this order are entirely without prejudice to and shall not in any way affect the rights and claims of the parties to these proceedings.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE LIQUIDATOR

15. the Allie's Group of Companies, together with (i) all of the Allie's Group of Companies' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, (ii) Greenstar Plant Products Inc. and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Liquidator of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to such Property to the Liquidator, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Liquidator upon the Liquidator's request.

16. All Persons shall forthwith advise the Liquidator of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Allie's Group of Companies, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Liquidator reasonable access to the same, or permit the Liquidator to make, retain and take away copies thereof and grant to the Liquidator unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 16 or in paragraph 17 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Liquidator due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

17. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to Liquidator for the purpose of allowing the Liquidator to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making

copies of computer disks or such other manner of retrieving and copying the information as the Liquidator in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Liquidator. Further, for the purposes of this paragraph, all Persons shall provide the Liquidator with all such assistance in gaining immediate access to the information in the Records as the Liquidator may in its discretion require including, without limitation, providing the Liquidator with instructions on the use of any computer or other system and providing the Liquidator with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE LIQUIDATOR

18. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Liquidator except with the written consent of the Liquidator or with leave of this Court.

NO PROCEEDINGS AGAINST THE ALLIE'S GROUP OF COMPANIES OR THE PROPERTY

19. No Proceeding against or in respect of the Allie's Group of Companies or the Property shall be commenced or continued except with the written consent of the Liquidator or with leave of this Court and any and, with the sole exception of these proceedings, all Proceedings currently under way against or in respect of the Allie's Group of Companies or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph.

NO EXERCISE OF RIGHTS OR REMEDIES

20. All rights and remedies (including, without limitation, set-off rights) against the Allie's Group of Companies, the Liquidator, or affecting the Property, are hereby stayed and suspended except with the written consent of the Liquidator or leave of this Court, provided

however that nothing in this paragraph shall (i) empower the Liquidator or the Allie's Group of Companies to carry on any business which the Allie's Group of Companies is not lawfully entitled to carry on, (ii) exempt the Liquidator or the Allie's Group of Companies from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE LIQUIDATOR

21. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Allie's Group of Companies, without written consent of the Liquidator or leave of this Court. Nothing in this Order shall prohibit any party to an "eligible financial contract" (as defined in Section 65.1 of the BIA) with the Allie's Group of Companies from terminating such contract or exercising any rights of set-off, in accordance with its terms.

LIQUIDATOR TO HOLD FUNDS

22. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Liquidator from and after the making of this Order from any source whatsoever including, without limitation, the sale or disposition of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Liquidator (the "Liquidation Accounts") and the monies standing to the credit of Liquidation Accounts from time to time, net of any disbursements provided for herein, shall be held by the Liquidator to be paid in accordance with the terms of this Order or any further order of this Court.

LIMITATION ON THE LIQUIDATOR'S LIABILITY

23. The Liquidator shall incur no personal liability or obligation as a result of its appointment or the carrying out in good faith of the provisions of this Order. Nothing in this

Order shall derogate from the protections afforded the Liquidator by section 339 of the Act or any other applicable legislation.

LIQUIDATOR'S ACCOUNTS

24. Any expenditure or liability which shall properly be made or incurred by the Liquidator, including the fees of the Liquidator and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Liquidator and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Liquidator's Charge").

25. The Liquidator and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Liquidator and its legal counsel are hereby referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.

26. Prior to the passing of its accounts, the Liquidator shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Liquidator or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

The parties may apply for such further direction as may be necessary to carry out this Order.

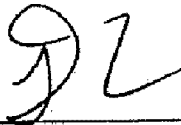
By the Court

Registrar

APPROVED AS TO FORM:



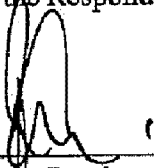
Counsel for the Receiver,
Grant Thornton Limited



Counsel for the Petitioner, Timothy C. Walker



Counsel for the Respondent, Fonda Tre-Ann Betts



Counsel for the Purchaser, Greenstar
Plant Products Inc.

Vol. 915 Fol. 96
ENTERED

JUN 15 2007

NEWWESTMINSTER
REGISTRY

Certified a true copy according to
the records of the Supreme Court at
New Westminster, British Columbia

This 15th day of June 2007



Authorized Signing Officer

SCHESSEL

27.

The parties may apply for such further direction as may be necessary to carry out this Order.

[Handwritten Signature]

By the Court

Registrar

APPROVED AS TO FORM:

Counsel for the Receiver,
Grant Thornton Limited

Counsel for the Petitioner, Timothy C. Walker

Counsel for the Respondent, Fonda Tre-Ann Betts

Counsel for the Purchaser, Greenstar
Plant Products Inc.