

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alabama Farmer's Cooperative, Inc.		08/01/2009	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Bonnie Plants, Inc.		
Street Address:	121 Somerville Road, N.E.		
City:	Decatur		
State/Country:	ALABAMA		
Postal Code:	35601		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3680398	GOOD FOR THE EARTH...GOOD FOR YOU.	
Registration Number:	3479204	BONNIE'S GOING GREENER FOR YOU	
Registration Number:	3474986	OUR ROOTS RUN DEEP	
Registration Number:	3465919	BONNIE PLANTS	
Registration Number:	3465918	BONNIE PLANTS	
Registration Number:	3448145	HOO-RAY FOR HERBS!	
CORRESPONDENCE DATA			
Fax Number:	(404)685-7065		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404 815 3765		
Email:	mdalton@sgrlaw.com		
Correspondent Name:	Robert J. Veal		
Address Line 1:	1230 Peachtree Street, N.E.		
Address Line 2:	Suite 3100, Promenade II		
Address Line 4:	Atlanta, GEORGIA 30309		

OP \$165.00 3680398

TRADEMARK

ATTORNEY DOCKET NUMBER:	060198.001
NAME OF SUBMITTER:	Robert J. Veal
Signature:	/Robert J. Veal/
Date:	02/17/2010
Total Attachments: 5 source=060198001assmt#page1.tif source=060198001assmt#page2.tif source=060198001assmt#page3.tif source=060198001assmt#page4.tif source=060198001assmt#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment this "Assignment"), effective as of August 1, 2009 (the "Effective Date"), is entered into by and between Alabama Farmers Cooperative, Inc., an Alabama corporation ("Assignor"), and Bonnie Plants, Inc., an Alabama corporation ("Assignee"). Assignor and Assignee are each a "Party") and collectively the "Parties."

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to those registered United States trademarks (the "Trademarks") described below; and

WHEREAS, Assignor agrees to assign to Assignee the entirety of Assignor's right, title and interest in and to the Trademarks; and

WHEREAS, Assignee agrees to accept the entirety of Assignor's right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby assign, transfer and convey to Assignee and its successors, assigns and nominees forever, without any restrictions, reservations or limitations, any and all of Assignor's entire right, title and interest in and to the Trademarks, including without limitation:

The registered United States trademarks listed on Schedule A, together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby;

All rights, priorities and privileges of Assignor provided under the laws of the United States, or any multinational law, compact, treaty, protocol, convention or organization, with respect to the foregoing rights;

All rights to sue at law or in equity or any infringement, impairment or other unauthorized use or conduct in derogation of the foregoing rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and

Any and all rights to obtain renewals, extensions or other legal protections pertaining to the foregoing rights (the rights in sections 1-3, collectively the "Assigned Rights").

Assignee, its successors and assigns, shall hold the rights to the Assigned Rights for and during the existence of the term and life of such Assigned Rights, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

This Assignment is effective as of the Effective Date. Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents provided by Assignee and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Assigned Rights in Assignee.

The Parties agree that the assignment of each item on Schedule A shall be construed as separable and divisible from the assignment of every other item. The unenforceability or invalidity of this Assignment with respect to any one item shall not limit its enforceability or validity, in whole or in part, with respect to any other item.

This Assignment may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each Party and received by the other Party.

This Assignment shall be deemed to have been made in Alabama, and its form, execution, validity, construction and effect shall be determined in accordance with the laws

thereof and the federal laws, regulations, treaties and international conventions relating to intellectual property.

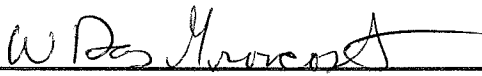
Nothing in this Agreement shall be construed as:

A warranty or representation by Assignor as to the validity or scope of any Trademark; or
Granting by implication, estoppel, or otherwise, any licenses or rights under the intellectual property rights of Assignor other than the Trademarks; or

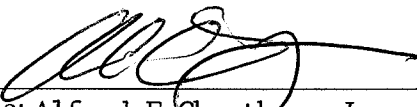
Conferring upon any person (1) any immunity from or defenses under the antitrust laws, (2) any immunity from a charge of trade secret misappropriation, or (3) any immunity from the operation of state or Federal law.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the Effective Date.

Alabama Farmers Cooperative, Inc.

By: 
Name: W. Dan Groscost
Title: Secretary

Bonnie Plants, Inc.

By: 
Name: Alfred E. Cheatham, Jr.
Title: Secretary

STATE OF ALABAMA

COUNTY OF MORGAN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. Dan Groscost, whose name as secretary of Alabama Farmers Cooperative, Inc., an Alabama agricultural cooperative association, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal, this the 12th day of February, 2010.

Nancy H. Hester
NOTARY PUBLIC
My Commission Expires: 1/11/2012

STATE OF ALABAMA

COUNTY OF MORGAN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alfred E. Cheatham, Jr., whose name as secretary of Bonnie Plants, Inc., an Alabama corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 12th day of February, 2010.

Nancy H. Hester
NOTARY PUBLIC
My Commission Expires: 1/11/2012

EXHIBIT A to Trademark Assignment

1	Reg. No. 3680398	GOOD FOR THE EARTH...GOOD FOR YOU.
2	Reg. No. 3479204	BONNIE'S GOING GREENER FOR YOU
3	Reg. No.3474986	OUR ROOTS RUN DEEP
4	Reg. No. 3465919	BONNIE PLANTS
5	Reg. No. 3465918	BONNIE PLANTS and design
6	Reg. No. 3448145	HOO-RAY FOR HERBS!