

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
Applegate Holdings, LLC		06/06/2011	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Amturf Enterprises, LLC		
Street Address:	4000 E. 7th Ave.		
City:	Gary		
State/Country:	INDIANA		
Postal Code:	46403		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2828404	NU STRAW	
Registration Number:	2663725	NU GARDENER	
Registration Number:	2845141	VICTORIA'S GARDEN	
CORRESPONDENCE DATA			
Fax Number:	(219)738-2349		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2197696552		
Email:	gstout@hwelaw.com		
Correspondent Name:	Gerold L. Stout		
Address Line 1:	1000 E. 80th Place		
Address Line 2:	South Tower - 6th Floor		
Address Line 4:	Merrillville, INDIANA 46410		
NAME OF SUBMITTER:	Gerold L. Stout		
Signature:	/Gerold L. Stout/		

OP \$90.00 2828404

Date:

06/06/2011

Total Attachments: 2

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source=Signed Assignment of Nu Straw, Nu Gardener and Victoria's Garden#page2.tif

ASSIGNMENT

ASSIGNMENT made on the 6 day of June, 2011 between Applegate Holdings, LLC (“Assignor”) and Amturf Enterprises, LLC (“Assignee”).

Predecessor in interest, NUG, LLC (d/k/a Nu Gardener, LLC) 7/6/2011
WHEREAS, Assignor entered into a Trademark License Agreement (“Agreement”) with Assignee, which Agreement was executed by the parties on September 30, 2006, and later amended on June 27, 2009; and

WHEREAS, said Agreement and Amendment granted Assignee a license to use certain trademarks known as Nu Straw (Reg. No. 2828404), Nu Gardener (Reg. No. 2663725) and Victoria’s Garden (Reg. No. 2845141) (the “Marks”), and

WHEREAS, the June 27, 2009 Amendment provided that following the satisfaction of certain payment requirements, as specified in Section C.2 of the Amendment, Assignor would convey the Marks to Assignee free and clear of all liens, claims and encumbrances; and

WHEREAS, Assignor acknowledges that Assignee has satisfied all payment requirements of the Agreement and Amendment and desires to assign their entire beneficial interest and goodwill in the Marks and Assignee desires to acquire such interest and goodwill.

WHEREFORE:

Assignor hereby assigns its entire beneficial interest and goodwill in the Marks to Assignee. Assignor hereby acknowledges that said assignment of the Marks is made free and clear of all liens, claims and encumbrances as to the subject Marks. Assignor further agrees to indemnify Assignee against any and all claims and/or demands against Assignee arising as a result of Assignee’s failure to assign less than its entire beneficial interest and goodwill in the Marks or failure to assign the Marks free and clear of all liens, claims and encumbrances, including costs related to the defense thereof, including reasonable attorney fees.

Assignor, Applegate Holdings, LLC:


By: Tom VanAlstine

Date: 6/6/2011

Its: Chief Financial Officer

STATE OF Michigan)
) SS:
COUNTY OF Ingham)

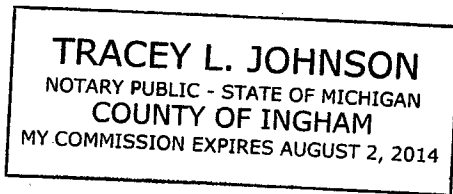
Before me, a Notary Public in and for said County and State, this 6th day of June, 2011, personally appeared Tom Van Alstine, and acknowledged the execution of the foregoing instrument to be his free and voluntary act.

Tracey L. Johnson

Notary Public

My Commission Expires:
8-2-14

County of Residence: Ingham



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