

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
Corbitt Manufacturing Company, Inc.		05/22/2012	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Corbitt Acquisition, LLC
Street Address:	854 NW GUERDON STREET
City:	Lake City
State/Country:	FLORIDA
Postal Code:	32055
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1701165	NO FLOAT
Registration Number:	3578510	THE BEST MULCHES UNDER THE SUN
Registration Number:	3348654	THE LAST STRAW
Registration Number:	4020047	WE WERE GREEN WHEN GREEN WAS JUST A COLOR
Registration Number:	2772474	THE SECRET IS IN THE WAY WE TEAR THE WOOD
Registration Number:	2665159	STAYS WHERE YOU PUT IT
Registration Number:	2181601	WON'T FLOAT
Registration Number:	1572270	MEADOWS LAKE

CORRESPONDENCE DATA

Fax Number: 4045414753
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: miskowitz@kiltown.com
 Correspondent Name: Kilpatrick Townsend & Stockton LLP

OP \$215.00 1701165

Address Line 1: 1100 Peachtree Street, Suite 2800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	56997-328098
NAME OF SUBMITTER:	Mark Iskowitz, Kilpatrick Townsend
Signature:	/mji/
Date:	06/11/2012

Total Attachments: 5
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TRADEMARK AND GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

This Trademark and General Intellectual Property Assignment ("Assignment"), dated as of June 5, 2012, is made by Corbitt Manufacturing Company, Inc., a Florida corporation ("Seller") in favor of Corbitt Acquisition, LLC, a Delaware limited liability company ("Purchaser") pursuant to that certain Asset Purchase Agreement between Seller and Purchaser, dated as of May 22, 2012 (the "Purchase Agreement"). All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Purchaser has agreed to purchase, acquire and accept from Seller, and Seller has agreed to sell, transfer, assign, convey and deliver to Purchaser all of Seller's right, title and interest in the Purchased Intellectual Property, among other assets, and has agreed to execute and deliver this Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, Seller agrees as follows:

1. Definitions. For purposes of this Assignment, the following terms shall have the meanings specified in this Section 1:

"Business" means manufacturer of specialty mulch and firewood products with manufacturing and other operations located in Lake City, Florida, Monroe, Louisiana, and Cleveland, Texas;

"Products" means any and all products developed, manufactured, marketed or sold by Seller in connection with the Business;

"Purchased Intellectual Property" means all intellectual property rights used by Seller in connection with the Business and arising from or in respect of the following: (i) all patents and applications therefor, including continuations, divisionals, continuations-in-part, or reissue patent applications and patents issuing thereon (collectively, "Patents"), (ii) all Intellectual Property Licenses, trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos, Internet domain names, website content, and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof (collectively, "Marks"), (iii) copyrights and

registrations and applications therefor and works of authorship, and mask work rights, in each case used in connection with the Business, (collectively, “Copyrights”) and (iv) all Software and Technology used by Seller in connection with the Business, and all rights to sue for any prior infringement or misappropriation of any of the foregoing;

“Software” means, any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, and (iv) all documentation including user manuals and other training documentation related to any of the foregoing; and

“Technology” means, collectively, all designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used or useful in the design, development, reproduction, maintenance or modification of, any of the Products or the conduct of the Business.

2. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably sells, delivers, conveys, transfers and assigns to Purchaser all of Seller's right, title and interest in and to the Purchased Intellectual Property, including without limitation the trademark registrations set forth in Schedule 1 hereto, the right to sue for past, present and future infringements thereof, and all issuances, extensions and renewals thereof (the “Trademarks”), together with the goodwill associated with the Purchased Intellectual Property owned by Seller.

3. Recordation. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Assignment upon request by Purchaser.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided

therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

8. Power of Attorney. Seller does hereby irrevocably appoint Purchaser and its successors and assigns as Seller's true and lawful attorney in fact, and hereby authorizes Purchaser to (a) execute on behalf of Seller all instruments, documents, and the like to transfer the Purchased Intellectual Property to Purchaser and to record this assignment with the U.S. Patent and Trademarks Office, and (b) do all acts and things necessary or expedient in furtherance of such purpose. Such power of attorney being coupled with an interest, it shall be irrevocable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment as of the date first above written.

CORBITT MANUFACTURING
COMPANY, INC.

By: 

Name: James F. Martin

Title: Court-Appointed Receiver

Address for Notices:

c/o ACM Capital Partners, LLC

200 South Biscayne Blvd., 7th Floor

Miami, FL 33131

TRADEMARK

REEL: 004798 FRAME: 0899

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS

<u>Mark</u>	<u>U.S. Trademark Registration No.</u>
No Float (words only)	1701165
The Best Mulches Under The Sun (words only)	3578510
The Last Straw (words only)	3348654
We Were Green When Green Was Just A Color (words only)	4020047
The Secret Is In The Way We Tear The Wood (words only)	2772474
Stays Where You Put It (words only)	2665159
Won't Float (words only)	2181601
Meadows Lake (words only)	1572270