

09-04-2001

Docket No.:

44084-000001

Tab settings



101832211

attached original documents or copy thereof.

To the Honorable Commissioner of Pate

1. Name of conveying party(ies):

J & L Adikes, Inc.

8.28.01

- Individual(s)
- General Partnership
- Corporation-State New York
- Other

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Certificate of Sale and of Fact
- Merger
- Change of Name

Execution Date: May 29, 2001

2. Name and address of receiving party(ies):

Name: Springtime Acquisitions Corporation

Internal Address:

Street Address: P.O. Box 2404

City: New York State: NY ZIP: 10021

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State Delaware

Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/833,383

Additional numbers

B. Trademark Registration No.(s)

735,141

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark J. Speciner, Esq.

Internal Address: Buchanan Ingersoll, P.C.

Street Address: 140 Broadway

City: New York State: NY ZIP: 10005

6. Total number of applications and registrations involved:.....

14

7. Total fee (37 CFR 3.41):.....\$ \$365.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

08/31/2001 TDIAZ1 00000085 75833383

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 00
325.00 00

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.

Mark J. Speciner

Name of Person Signing

Mark J. Speciner

Signature

8-28-01

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002360 FRAME: 0367

SCHEDULE

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
REN-O-VATE	788,041
NO-GRO	840,261
PRO-TEK	873,664
THE GREENER KENTUCKY BLUEGRASS	1,211,118
GRO-WELL	1,246,821
PATCH-UP	1,249,209
CRAB-N-WEED	1,290,670
GRO-WELL	1,291,568
GRO-WELL	1,292,498
TRI-STAR & Design	1,343,088
QUICK-2-GRO	1,664,299
PRO-TEK	1,866,713

CERTIFICATE OF SALE AND OF FACT

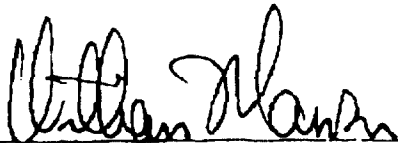
Know all men by these presents: that by virtue of a default in the payment of certain monies due, and pursuant to the terms of a certain Consolidated, Modified and Restated Loan and Security Agreement dated as of February 8, 2000, placed in my hands for execution and foreclosure made by J&L Adikes, Inc., f/k/a JLA Acquisition Corp., to Business Alliance Capital Corp., as assigned by Business Alliance Capital Corp. to Springtime Acquisition Corp. (the "Secured Party") Parker Duryee Rosoff & Haft, A Professional Corporation, attorneys for the Secured Party on the 29th day of May, 2001 in the manner provided by statute, did sell at public auction by the undersigned, Auctioneer, all the borrower's right, title and interest in and to the Collateral as a described in the Attached Schedule unto _____

Springtime Acquisition Corp for the sum of \$ 100 being the highest bidder and in accordance with the Terms of Sale hereto set forth. And that public notice of the sale was given prior to its taking place and was duly advertised. And that this Auction Sale was held at the offices of Parker Duryee Rosoff & Haft, P.C. at its office at 529 Fifth Avenue, New York, New York.

X

If sold to the Secured Party, no money exchanged hands except for the auctioneer's fees and expenses of the sale. The sum of \$ _____ of the bid price was paid to the Attorney's for the Secured Party as a down payment.

IN WITNESS WHEREOF, I have hereunto set my hand and on the 29th day of May, 2001.



SCHEDULE A

Accounts Receivable - All present and future accounts receivable, accounts, general intangibles, notes, bills, acceptances, chattel paper, instruments, and other forms of obligations relating to accounts receivable and all proceeds of the above, including but not limited to inventory returned or reclaimed from account debtors.

Inventory - All inventory of every nature, kind and description, wherever located, whether presently owned or hereafter acquired by the Debtor, including but not limited to raw materials, and work in process and finished goods and materials and supplies used or consumed in the Debtor's business and all inventory returned or reclaimed from customers, and all proceeds of the above.

Equipment - All equipment and machinery of every nature, kind and description, wherever located, whether now owned or hereafter acquired and whether affixed to realty or not, including all proceeds, replacements, accretions, additions and substitutions thereto and all materials, supplies and spare parts used or consumed in the Debtor's business.

General Intangibles - All general intangibles of the Debtor, including but not limited to all now owned and hereafter acquired rights to property, choses in actions and all present and future trademarks, trade names, service marks, copyrights and patents, and all rights under license agreements for the use of same.

Chattel Paper - Any and all now owned or hereafter acquired writing or writings which evidence both a money obligation and a security in, or a lease of, specific goods. When a transaction is evidenced both by such a security agreement or a lease and by an instrument or series of instruments, the group of writings taken together constitutes Chattel Paper.

Instrument - All now owned or hereafter acquired negotiable instrument or a security, or any other writing which evidences a right to the payment of money and is not itself a security agreement or lease and is of the type which is, in the ordinary course of business, transferred by delivery with any necessary endorsement or assignment.

Documents - All now owned and hereafter acquired bills of lading, dock warrants, dock receipts, warehouse receipts or orders for the delivery of goods, and also any other documents which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers.

Books & Records - All present and future books and records, including, without limitation, customer lists, credit files, computer programs, print-outs and other computer materials and records of Debtor pertaining to any of the foregoing.

Proceeds - All proceeds of all of the foregoing, including insurance proceeds.