

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
Easy Gardener, Inc.		10/29/2003	CORPORATION:

RECEIVING PARTY DATA	
Name:	Easy Gardener Products, Ltd.
Street Address:	3022 Franklin Avenue
City:	Waco
State/Country:	TEXAS
Postal Code:	76710
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2261733	JOBES
Registration Number:	0982195	JOBE'S
Registration Number:	1768337	IT WORKS. YOU DON'T.
Registration Number:	1766881	MICROPORE
Registration Number:	1905636	POLYSPUN 350
Registration Number:	2696514	WHIMSICAL LOOP
Registration Number:	2015572	GREEN-AGAIN
Registration Number:	2359625	GREAT RESULTS. LESS WORK.
Registration Number:	1671754	FAST START
Registration Number:	1557426	FABRICPEGS
Registration Number:	1981079	FABRICPEGS
Registration Number:	2321088	JOBE'S WEED CONTROL FABRIC
Registration Number:	1445222	EASY GARDENER
Registration Number:	2294225	EASY GARDENER

CORRESPONDENCE DATA

900004549

**TRADEMARK
 REEL: 002782 FRAME: 0069**

CH \$365.00 2261733

Fax Number: (254)754-6331
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (254) 755-4100
Email: henry@namanhowell.com
Correspondent Name: David G. Henry
Address Line 1: 900 Washington Avenue, suite 700
Address Line 4: Waco, TEXAS 76701

NAME OF SUBMITTER:

David G. Henry

Total Attachments: 28

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3 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

4 TRADEMARK: JOBE'S

5
6 REGIS. NO.: 2,261,733
7
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9
10 **ASSIGNMENT OF REGISTERED TRADEMARK**

11 WHEREAS, **Easy Gardener, Inc.** ("Assignor"), is the owner
12 of the above-referenced mark and United States Patent and
13 Trademark Registration;

14 NOW, THEREFORE, in consideration of the sum of one dollar
15 and other good and valuable consideration, receipt and
16 sufficiency of which is hereby acknowledged, Assignor hereby
17 assigns to **Easy Gardener Products, Ltd.**, a Texas limited
18 partnership with principle offices in Waco, Texas ("Assignee")
19 all right, title and interest in and to the said trademark, to
20 any and all trademark registration(s) therefor, or
21 application(s) for registration thereof (domestic or foreign),
22 the goodwill of the business symbolized by said trademark and
23 the registration(s) thereof, and all causes of action, known
24 or unknown, pertaining thereto.

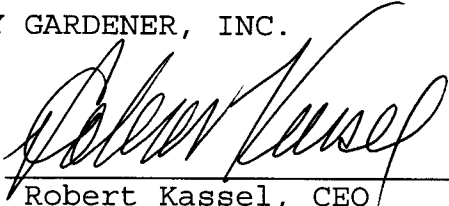
25 Assignor agrees to cooperate with Assignee or its
26 successors or assigns to effect the intent reflected by this
27 document, without limitation, by signing all lawful papers,
28 making all rightful oaths, and generally doing everything
29 reasonably necessary to aid said Assignee, its successors,

1 assigns and nominees, to take and perpetuate full ownership
2 and control of the assigned mark, application(s), and
3 registration(s). Any actions taken, including recording of
4 this assignment, shall be at Assignee's sole expense.

5 This document is intended to supplement, not to supplant
6 any provision of any other contemporaneous agreement between
7 the parties pertaining, in whole or in part, to the trademark
8 assignment reflected hereby. This document shall be construed
9 according to its fair meaning, and not for or against either
10 party, regardless of authorship.

11
12 SIGNED this 24 day of October, 2003.

13 EASY GARDENER, INC.

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16
17 By: 
18 Robert Kassel, CEO
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3 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

4 TRADEMARK: JOBE'S

5
6 REGIS. NO.: 0,982,195
7
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9
10 **ASSIGNMENT OF REGISTERED TRADEMARK**

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12 of the above-referenced mark and United States Patent and
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TRADEMARK

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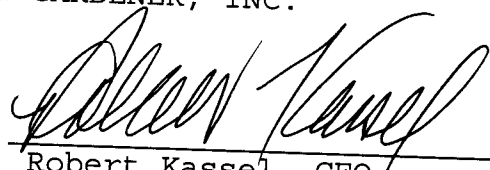
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SIGNED this 29 day of October, 2003.

EASY GARDENER, INC.

By: 
Robert Kassel, CEO

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3 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

4 TRADEMARK: IT WORKS. YOU DON'T.

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6
7 REGIS. NO.: 1,768,337

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9
10 **ASSIGNMENT OF REGISTERED TRADEMARK**

11 WHEREAS, **Easy Gardener, Inc.** ("Assignor"), is the owner
12 of the above-referenced mark and United States Patent and
13 Trademark Registration;

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12 SIGNED this 29th day of October, 2003.

13 EASY GARDENER, INC.

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17 By: 
18 Robert Kassel, CEO
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: MICROPORE

REGIS. NO.: 1,766,881

ASSIGNMENT OF REGISTERED TRADEMARK

WHEREAS, **Easy Gardener, Inc.** ("Assignor"), is the owner of the above-referenced mark and United States Patent and Trademark Registration;

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13 EASY GARDENER, INC.

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18 By: 

19 Robert Kassel, CEO
20

TRADEMARK

REEL: 002782 FRAME: 0078

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3 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

4 TRADEMARK: POLYSPUN 350

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6
7 REGIS. NO.: 1,905,636

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9
10 **ASSIGNMENT OF REGISTERED TRADEMARK**

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13 EASY GARDENER, INC.

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17 By: 
18 Robert Kassel, CEO
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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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4 TRADEMARK: WHIMSICAL LOOP

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6 REGIS. NO.: 2,696,514
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17 By: 
18 _____

19 Robert Kassel, CEO
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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
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4 TRADEMARK: GREEN-AGAIN
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6 REGIS. NO.: 2,015,572
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9 **ASSIGNMENT OF REGISTERED TRADEMARK**
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12 of the above-referenced mark and United States Patent and
13 Trademark Registration;

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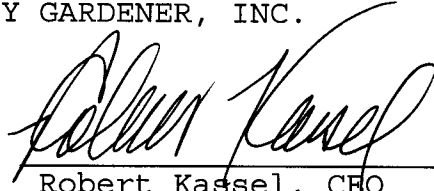
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13 EASY GARDENER, INC.

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17 By: 
18 Robert Kassel, CEO
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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
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4 TRADEMARK: "GREAT RESULTS, LESS WORK"
5

6 REGIS. NO.: 2,359,625
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9 **ASSIGNMENT OF REGISTERED TRADEMARK**

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12 Trademark Registration;
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EASY GARDENER, INC.

By: 
Robert Kassel, CEO

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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
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4 TRADEMARK: FAST START
5

6 REGIS. NO.: 1,671,754
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9 **ASSIGNMENT OF REGISTERED TRADEMARK**
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12 of the above-referenced mark and United States Patent and
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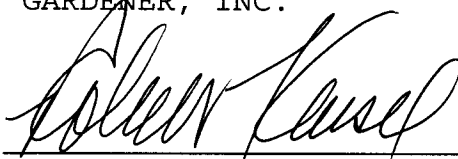
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17 By: 
18 Robert Kassel, CEO
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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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4 TRADEMARK: FABRICPEGS

5
6 REGIS. NO.: 1,557,426

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8
9 **ASSIGNMENT OF REGISTERED TRADEMARK**

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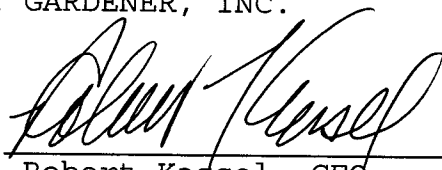
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EASY GARDENER, INC.

By: 
Robert Kassel, CEO

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3 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

4 TRADEMARK: FABRICPEGS

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6 REGIS. NO.: 1,981,079
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4 TRADEMARK: JOBE'S WEED CONTROL FABRIC

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6 REGIS. NO.: 2,321,088
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TRADEMARK

REEL: 002782 FRAME: 0094

1
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

3
4 TRADEMARK: EASY GARDENER & DESIGN

5
6 REGIS. NO.: 1,445,222

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9 **ASSIGNMENT OF REGISTERED TRADEMARK**

10 WHEREAS, **Easy Gardener, Inc.** ("Assignor"), is the owner
11 of the above-referenced mark and United States Patent and
12 Trademark Registration;

13
14 NOW, THEREFORE, in consideration of the sum of one dollar
15 and other good and valuable consideration, receipt and
16 sufficiency of which is hereby acknowledged, Assignor hereby
17 assigns to **Easy Gardener Products, Ltd.**, a Texas limited
18 partnership with principle offices in Waco, Texas ("Assignee")
19 all right, title and interest in and to the said trademark, to
20 any and all trademark registration(s) therefor, or
21 application(s) for registration thereof (domestic or foreign),
22 the goodwill of the business symbolized by said trademark and
23 the registration(s) thereof, and all causes of action, known
24 or unknown, pertaining thereto.

25 Assignor agrees to cooperate with Assignee or its
26 successors or assigns to effect the intent reflected by this
27 document, without limitation, by signing all lawful papers,
28 making all rightful oaths, and generally doing everything
29 reasonably necessary to aid said Assignee, its successors,

1 assigns and nominees, to take and perpetuate full ownership
2 and control of the assigned mark, application(s), and
3 registration(s). Any actions taken, including recording of
4 this assignment, shall be at Assignee's sole expense.

5 This document is intended to supplement, not to supplant
6 any provision of any other contemporaneous agreement between
7 the parties pertaining, in whole or in part, to the trademark
8 assignment reflected hereby. This document shall be construed
9 according to its fair meaning, and not for or against either
10 party, regardless of authorship.

11
12 SIGNED this 29th day of October, 2003.

13 EASY GARDENER, INC.

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16
17 By: 
18 _____

19 Robert Kassel, CEO
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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
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4 TRADEMARK: EASY GARDENER
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6 REGIS. NO.: 2,294,225
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9 **ASSIGNMENT OF REGISTERED TRADEMARK**

10 WHEREAS, **Easy Gardener, Inc.** ("Assignor"), is the owner
11
12 of the above-referenced mark and United States Patent and
13 Trademark Registration;

14 NOW, THEREFORE, in consideration of the sum of one dollar
15 and other good and valuable consideration, receipt and
16 sufficiency of which is hereby acknowledged, Assignor hereby
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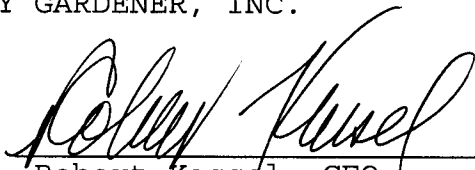
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SIGNED this 29th day of October, 2003.

EASY GARDENER, INC.

By: 
Robert Kassel, CEO