

10-06-2006



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SHEET

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2006 OCT -2 PM 2:30

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new addresses below

10-2-06

1. Name of Conveying party(ies):

Easy Gardener Products, Ltd.

- Individual(a)
- General Partnership
- Corporation-State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Texas

Additional Names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 16, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Green Thumb Acquisition Corporation

Internal

Address: _____

Street Address: 1001 Brickell Bay Drive, 26th Floor

City: Miami

State: Florida

Country: United States Zip: 33131

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

4. application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Attached Schedule A

B. Trademark Registration No.(s)

See Attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Matthew Bart

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York

State: New York Zip: 10036

Phone Number: 212-819-8923

Fax Number: 212-354-8113

Email Address: mbart@whitecase.com

6. Total number of applications and registrations involved:

60

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,515

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
- b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Matthew Bart

Signature

October 2, 2006

Date

10/05/2006 DBYRNE 00000008 3091231

01 FC:8521

02 FC:8522

40 Matthew Bart
Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property dated June 16, 2006 (the "Assignment"), is among Easy Gardener Products, Ltd., a Texas limited partnership ("Easy Gardener"), Weatherly Consumer Products Group, Inc., a Delaware corporation and wholly-owned subsidiary of Easy Gardener ("WCPG"), Weatherly Consumer Products, Inc., a Delaware corporation and wholly-owned subsidiary of WCPG ("WCP," and collectively with Easy Gardener and WCPG, the "Sellers"), and Green Thumb Acquisition Corporation, a Delaware corporation (the "Buyer").

RECITALS

WHEREAS, pursuant to that Asset Purchase Agreement dated as of April 19, 2006 (the "Purchase Agreement"), among the Sellers and the Buyer, concurrently with the execution hereof, the Sellers have agreed to sell, and the Buyer has agreed to buy, the Purchased Assets, including all Intellectual Property Rights owned or used by Sellers in the Business and listed on Exhibit A hereto (the "Intellectual Property"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties have agreed as follows:

1. The Sellers hereby irrevocably convey, transfer and assign to the Buyer all worldwide right, title and interest in and to the Intellectual Property, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including all right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith. The assignment of the Intellectual Property granted herein includes an assignment of all goodwill associated therewith.

2. The Buyer and the Sellers hereby agree to execute and deliver any and all additional documents that the Buyer or the Sellers may reasonably request in order to more fully effect the agreements set forth in this Assignment.

3. The undertakings, covenants, and agreements set forth herein shall be binding upon and inure to the benefit of the Buyer and the Sellers and their respective successors and assigns.

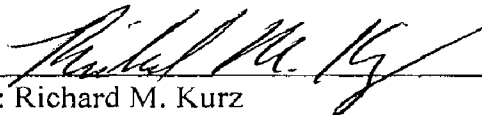
4. The terms and conditions of this Assignment shall be governed and construed in accordance with the laws of the State of Texas.

[The remainder of this page has intentionally been left blank.]

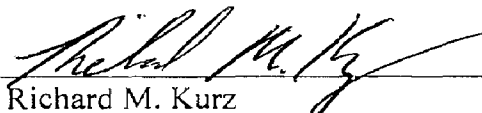
IN WITNESS WHEREOF, the Sellers and Buyer have executed this Assignment as of the date first written above.

EASY GARDENER PRODUCTS, LTD.

By: EG PRODUCT MANAGEMENT, L.L.C.
Its: General Partner

By: 
Name: Richard M. Kurz
Title: Chief Financial Officer

WEATHERLY CONSUMER PRODUCTS GROUP, INC.

By: 
Name: Richard M. Kurz
Title: Chief Financial Officer

WEATHERLY CONSUMER PRODUCTS, INC.

By: 
Name: Richard M. Kurz
Title: Chief Financial Officer

BUYER:

GREEN THUMB ACQUISITION CORPORATION

By: _____
Name: _____
Title: _____

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EASY GARDENER PRODUCTS, LTD.

By: EG PRODUCT MANAGEMENT, L.L.C.
Its: General Partner

By: _____
Name: Richard M. Kurz
Title: Chief Financial Officer

WEATHERLY CONSUMER PRODUCTS GROUP, INC.

By: _____
Name: _____
Title: _____

WEATHERLY CONSUMER PRODUCTS, INC.

By: _____
Name: _____
Title: _____

BUYER:

GREEN THUMB ACQUISITION CORPORATION

By: _____
Name: Sean Orzoff
Title: Secretary

SCHEDULE A

TRADEMARKS

<u>Trademark Description</u>	<u>Registration No.</u>
Easy Gardener Yard & Garden Bag	3091231
Duckbill knife	3091035
Jobe's	2969910
Green-Again	2953484
Villa Garden Tiles	2780853
English Stone Villa Garden Tiles	2892282
Country Classic Border	2667208
Roma Villagarden tiles	2892032
Whimsical Arch	2664490
Whimsical Loop	2696514
English Stone Finial Villa Garden Tiles	2892283
Adobe Villa Garden Tiles	2898349
Great Results. Less Work.	2359625
Jobe's Weed Control Fabric	2321088
Weed Block	2334841
Easy Gardener	2356107
Easy Gardener	2294225
Tree Gard	2010199
Fabricpegs	1981079
XP-20	1989049
Scatter Cap	1986161
Bio Block	1938066
Stops Weeds For Years	1921278
Emerald Edge	1928560
Tree Stakit	1769537
Bird Block	1804536
Deer Block	1802112
It Works. You Don't.	1768337
Ross	1741296
Fast Start	1671754
Ross	1682545
Gro-Stakes	1664643
Ross Root Feeder	1675783
Ross	1684947
Fabricpegs	1557426
Gro Cover	1475961
Gro-Bags	1447569
Easy Gardener	1445222
Weedblock	1408576
Cloud Cover	1252606
'Tomato Boomers'	1084414

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>
Jobs	78891237
Weed Block Ultra	78863045
The Lighting Lawn Edging	78656149
Rootblock	78656318
Illuma-Edge	78656023
Feeds A Little Every Day	78656407
Jobe's Drip Feeder	78656371
Jobe's Hydro-Feeder	78656340
Bio Fabricpegs	78656415
Easy Gardener Gutter Guard	78430052
Easy Gardener Sun Screen Canopy	78430033
Easy Gardener Plant Protection Blanket	78430057
Easy Gardener Plant Protector Bags	78430058
Pro Weedblock	78403938
Easy Gardener Pot Top & Liner	78282234
Easy Gardener Root Feeder	78269589
WeedBlock	78263421
Easy Gardener Christmas Tree Bag	78430067
Easy Gardener Christmas Tree Saver	78430069