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
Milliken & Company		12/12/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lebanon Seaboard Corporation
Street Addres	ss: 1600 E Cumberland Street
City:	Lebanon
State/Country	PENNSYLVANIA
Postal Code:	17042
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3057039	ARCHITECT'S BLEND
Registration Number:	3328829	BACMAN
Registration Number:	3328831	BIOBLOOM
Registration Number:	2352501	CPR
Registration Number:	2263743	GROWIN
Registration Number:	2415771	
Registration Number:	2433828	NUTRI-RATIONAL
Registration Number:	2313238	PANASEA
Registration Number:	2384857	SAND-AID
Registration Number:	2331799	SEAQUENTIAL
Registration Number:	2861594	TRUE FOLIAR
Serial Number:	77359932	I.V. FOLIAR
Serial Number:	77598727	BACMAN
Serial Number:	77598750	BIOBLOOM
		TRADEMARK

TRADEMARK "

900122562 **REEL: 003902 FRAME: 0137**

Serial Number:	77598813	CPR	
Serial Number:	77599228		
Serial Number:	77598831	NUTRI-RATIONAL	

CORRESPONDENCE DATA

Fax Number: (610)371-8506

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 609 987 7050

Email: ejs@stevenslee.com

Correspondent Name: Elliott J. Stein

Address Line 1: 600 College Road East

Address Line 2: Suite 4400

Address Line 4: Princeton, NEW JERSEY 08540

ATTORNEY DOCKET NUMBER:	004656.00069
NAME OF SUBMITTER:	Elliott J. Stein
Signature:	/varlawyer/
Date:	12/12/2008

Total Attachments: 3

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> TRADEMARK REEL: 003902 FRAME: 0138

ASSIGNMENT OF REGISTERED TRADEMARKS

ASSIGNMENT OF REGISTERED TRADEMARKS ("Assignment") made as of the day of December, 2008 by MILLIKEN & COMPANY, a Delaware corporation ("Assignor"), in favor of LEBANON SEABOARD CORPORATION, a Pennsylvania corporation ("Assignee").

BACKGROUND

- A. Assignor is the owner of the registered trademarks and applications for registration of trademarks identified on <u>Schedule "A"</u> attached hereto (collectively, and together with the goodwill of the business associated with the use thereof and symbolized thereby, the "<u>Division Marks</u>").
- B. Assignor and Assignee have entered into an Asset Purchase Agreement dated as of December 4, 2008 (together with the Schedules thereto, the "<u>Purchase Agreement</u>") providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee of certain of the assets of Assignor, including the Division Marks.
- C. In partial consideration of the payment of the Purchase Price (as defined in the Purchase Agreement) by Assignee to Assignor pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to assign, transfer and convey to Assignee all right, title and interest of Assignor in, to and under the Division Marks in accordance with the terms and conditions of this Assignment.

<u>AGREEMENT</u>

- 1. <u>Incorporation of Background</u>. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated by reference into this Assignment as if set forth in their entirety in this <u>Section 1</u>.
- Assignment. Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee, all of the right, title and interest of Assignor in, to and under the Division Marks.
- 3. <u>Further Actions</u>. From time to time after the date hereof, and without further consideration (subject to Assignee's reimbursement of Assignor for reasonable out-of-pocket expenses incurred in connection with Assignor's compliance with this <u>Section 3</u>), Assignor shall promptly provide such reasonable cooperation (including, but not limited to, the execution and delivery of documents and instruments) as Assignee, or its counsel, may reasonably request in order to permit Assignee to (a) perfect and record Assignee's ownership rights in the Division Marks or (b) prosecute any infringement thereof.
- 4. <u>Binding Effect.</u> This Assignment will apply to, be binding in all respects upon and inure to the benefit of the successors and assigns of Assignor and Assignee, as appropriate.

1

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

MILLIKEN & COMPANY

Name: Joseph M. Salley

Title: President and Chief Executive Officer

STATE OF SOUTH CAROLINA

COUNTY OF Spartanbing

88.

On this day of December, 2008, before me, a notary public, the undersigned officer, personally appeared Joseph M. Salley, who acknowledged himself to be the President and Chief Executive Officer of MILLIKEN & COMPANY, a Delaware corporation, and that he, as such officer, being authorized to do so, executed the foregoing Assignment of Registered Trademarks for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have bereunto set my hand and official seal.

MY COMMISSION EXPIRES JUNE 11, 2017

2

Division Marks

1. The following registered trademarks:

<u>Trademark</u>	Registration Number	Registration Date
ARCHITECT'S BLEND	3,057,039	February 7, 2006
BACMAN	3,328,829	November 6, 2007
BIOBLOOM	3,328,831	November 6, 2007
CPR	2,352,501	May 23, 2000
GROWIN	2,263,743	July 20, 1999
MAP OF IRELAND & DESIGN	2,415,771	December 26, 2000
NUTRI-RATIONAL	2,433,828	March 6, 2001
PANASEA	2,313,238	February 1, 2000
SAND-AID	2,384,857	September 12, 2000
SEAQUENTIAL	2,331,799	March 21, 2000
TRUE FOLIAR	2,861,594	July 6, 2004

2. The following pending applications for registration of trademarks:

<u>Trademark</u>	Serial Number	Application Date
I.V. FOLIAR	77/359,932	December 27, 2007
BACMAN	77/598,727	October 23, 2008
BIOBLOOM	77/598,750	October 23, 2008
CPR	77/598,813	October 23, 2008
MAP OF IRELAND & DESIGN	77/599,228	October 23, 2008
NUTRI-RATIONAL	77/598,831	October 23, 2008

RECORDED: 12/12/2008