

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
Green Light Company, Green Light Sales Company, SouthWest Contract Packaging, Inc.		09/18/2008	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Valent GL Corporation
Street Address:	1600 Riviera Avenue, Suite 200
City:	Walnut Creek
State/Country:	CALIFORNIA
Postal Code:	94596-8025
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1816338	AMAZE
Registration Number:	0945031	COM-PLEET
Registration Number:	1928468	CONQUEST
Registration Number:	1785181	FUNG-AWAY
Registration Number:	1701553	GARDEN PROFESSOR
Registration Number:	2966064	GRASS-OUT
Registration Number:	1471159	GREEN LIGHT
Registration Number:	1325267	GREEN LIGHT
Registration Number:	1759315	GREEN LIGHT
Registration Number:	1762245	GREEN LIGHT
Registration Number:	2888785	PONDSAFE
Registration Number:	1845019	PORTRAIT
Registration Number:	2373429	PRIME KILL

CH \$515.00 1816338

Registration Number:	1566601	RATLURE
Registration Number:	2059936	ROSE DEFENSE
Registration Number:	1574281	SAFETYPLUS
Registration Number:	0052806	
Registration Number:	0943913	SUPER BLOOM
Registration Number:	0988190	WIPE OUT
Registration Number:	2952792	YARDSAFE

CORRESPONDENCE DATA

Fax Number: (925)817-5914
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 847-968-4794
Email: melissa.piktel@valent.com
Correspondent Name: Melissa Piktel
Address Line 1: 870 Technology Way
Address Line 4: Libertyville, ILLINOIS 60048

ATTORNEY DOCKET NUMBER:	GLASSIGN.
NAME OF SUBMITTER:	Melissa Piktel
Signature:	/Melissa Piktel/
Date:	01/21/2009

Total Attachments: 9
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INTANGIBLE PROPERTY ASSIGNMENT

This Intangible Property Assignment ("*Assignment*") is effective as of September 18, 2008, by and between Valent GL Corporation, a Texas corporation ("*Assignee*"), on the one hand, and Green Light Company ("*GLC*"), Green Light Sales Company ("*GLSC*"), and Southwest Contract Packaging, Inc. ("*SCPI*," and collectively with GLC and GLSC, "*Assignors*"), all Texas corporations, on the other hand. Capitalized terms not defined herein shall have the meanings given to them in the Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignee have entered into an Asset Purchase Agreement dated August 15, 2008 (the "*Purchase Agreement*"), providing for the sale by Assignors of all of their respective rights, title, and interests in and to the Assets, free and clear of any and all Encumbrances, and pursuant to which Assignee has agreed to purchase and accept from Assignors, the Assets.

WHEREAS, Section 7.4.1(i) of the Purchase Agreement provides that at Closing, Sellers will deliver "an assignment of all of the Assets that are intangible personal property (including but not limited to the Intellectual Property Assets, Records, Lists, Websites, and Related Intangibles) and separate assignments of all registered Trademarks, Patents and Copyrights[]"

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

DEFINITIONS

All undefined, capitalized terms used herein shall have the meaning given to them in the Purchase Agreement.

TRANSFER AND ASSIGNMENT

1 Transfer. Assignors, and each of them, hereby sells, assigns and transfers to Assignee all of Assignors' and each of their respective rights, title and interests in and to the following:

- (a) the Trademarks, including those set forth on Schedule A hereto;
- (b) the Patents;
- (c) the Copyrights, including those set forth on Schedule B hereto;
- (d) the Trade Secrets;
- (e) the Domain Names, including those set forth on Schedule C hereto;
- (f) the Manufacturing Know-How;
- (g) the Records;

- (h) the Lists;
- (i) the Proprietary Rights; and
- (j) the Related Intangibles.

2. Acceptance Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated the foregoing Assets to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute Assumed Liabilities (as defined in the Purchase Agreement).

GENERAL

3. Entire Agreement. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties. Nothing contained in this Assignment is intended to expand, modify or limit any of the provisions contained in the Purchase Agreement. In the event of any conflict between this Assignment and the Purchase Agreement the latter shall control.

4. Terms of the Purchase Agreement This Assignment is being executed in connection with, and is subject to the terms and conditions set forth in, the Purchase Agreement and shall neither add to nor detract from the terms thereof. The parties 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.

5. Further Assurances. Assignors agree that, upon the request of Assignee, they will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acknowledgments, assignments, bills of sale, transfers, conveyances, instruments, consents, assurances, and actions as may reasonably be required for the purpose of assigning, making, conveying, assuring and confirming to Assignee, its successors and assigns, the transfers contemplated hereby.

6. Power of Attorney. In the event that Assignee is unable for any reason to secure Assignors' signature to any document any Assignor is required to execute under this Assignment, Assignors each hereby irrevocably designate and appoint Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor, to execute such document with the same legal force and effect as if executed by such Assignor. Sellers hereby declare that the foregoing powers are coupled with an interest and are and shall be irrevocable by Sellers.

7. Binding Assignment This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns

8. Governing Law. This Assignment shall be governed by and construed in accordance with the domestic substantive laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Each party hereto irrevocably and unconditionally consents to personal jurisdiction in the State of Texas and voluntarily submits to the jurisdiction of the courts of the State of Texas in any action or proceeding with respect to this Assignment, including the U.S. District Court for the Western District of Texas for any actions, suits, or proceedings arising out of or relating to this Assignment and the transactions contemplated hereby (and each party agrees not to commence any actions, suit or proceeding relating thereto except in such courts).

9. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

10. Notices. Any notice or other communications required or permitted hereunder shall be deemed sufficiently given if made in accordance with the Purchase Agreement.

11. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures appearing and transmitted via facsimile transmission or portable document format (PDF) attached to email shall be deemed of equal legal dignity to originals.

12. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

[Remainder of this page left blank intentionally, signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written

ASSIGNORS:

GREENLIGHT COMPANY

By: _____
Joel Hansen, President and
Chief Executive Officer

GREEN LIGHT SALES COMPANY

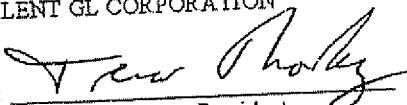
By: _____
Joel Hansen, President and
Chief Executive Officer

SOUTHWEST CONTRACT PACKAGING, INC

By: _____
Joel Hansen, President and
Chief Executive Officer

ASSIGNEE:

VALENT GL CORPORATION

By: 
Trevor Thorley, President

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ACKNOWLEDGEMENT

STATE OF CALIFORNIA

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COUNTY OF CONTRA COSTA

On September 15, 2008 before me, Treva D. Kahl, personally appeared Trevor Thorley personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

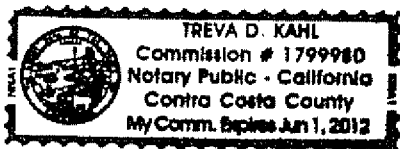
VALENT GL CORPORATION

By: Trevor Thorley
Trevor Thorley, President

WITNESS my hand and official seal
before me this 15 day of September, 2008

Treva D. Kahl
Notary Public

My commission expires: June 1, 2013



IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

ASSIGNORS:

GREENLIGHT COMPANY

By: Joel Hansen
Joel Hansen, President and
Chief Executive Officer

GREENLIGHT SALES COMPANY

By: Joel Hansen
Joel Hansen, President and
Chief Executive Officer

SOUTHWEST CONTRACT PACKAGING, INC.

By: Joel Hansen
Joel Hansen, President and
Chief Executive Officer

ASSIGNEE:

VALENT GL CORPORATION

By: _____
Trevor Thorley, President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Joel Hansen, being duly sworn, says that he is the President and Chief Executive Officer of Green Light Company, a Texas corporation, and acknowledges that he did sign the Intellectual Property Assignment on behalf of Green Light Company, pursuant to due authority

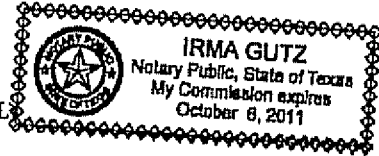
GREEN LIGHT COMPANY

By: Joel Hansen
Joel Hansen, President and
Chief Executive Officer

Sworn to and subscribed
before me this 17 day
of September, 2008.

Irma Gutz
Notary Public

My commission expires: 10-6-2011 (SEAL)



ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Joel Hansen, being duly sworn, says that he is the President and Chief Executive Officer of Green Light Sales Company, a Texas corporation, and acknowledges that he did sign the Intellectual Property Assignment on behalf of Green Light Sales Company, pursuant to due authority

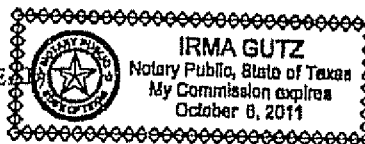
GREEN LIGHT SALES COMPANY

By: Joel Hansen
Joel Hansen, President and
Chief Executive Officer

Sworn to and subscribed
before me this 17 day
of September, 2008

Irma Gutz
Notary Public

My commission expires: 10-6-2011 (SEE)



ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

I, Joel Hansen, being duly sworn, says that he is the President and Chief Executive Officer of Southwest Contract Packaging, Inc., a Texas corporation, and acknowledges that he did sign the Intellectual Property Assignment on behalf of Southwest Contract Packaging, Inc., pursuant to due authority

SOUTHWEST CONTRACT PACKAGING, INC.

By: Joel Hansen
Joel Hansen, President and Chief
Executive Officer

Sworn to and subscribed
before me this 17 day
of September, 2008

Irma Gutz
Notary Public

My commission expires: 10-6-2011

