

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Easy Gardener Products, Inc.		01/11/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CIT Finance LLC
Street Address:	5420 LBJ Freeway, Suite 200
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	2898349	ADOBE VILLA GARDEN TILES
Registration Number:	3956169	AQUAWRAP
Registration Number:	3228792	BIO FABRICPEGS
Registration Number:	1938066	BIO BLOCK
Registration Number:	1804536	BIRD BLOCK
Registration Number:	1252606	CLOUD COVER
Registration Number:	2667208	COUNTRY CLASSIC BORDER
Registration Number:	1802112	DEER BLOCK
Registration Number:	3091035	DUCKBILL KNIFE
Registration Number:	2356107	EASY GARDENER
Registration Number:	3256879	EASY GARDENER CHRISTMAS TREE BAG
Registration Number:	3287769	EASY GARDENER CHRISTMAS TREE SAVER
Registration Number:	3417331	EASY GARDENER PATIO & SIDEWALK UNDERLINER
Registration Number:	3154859	EASY GARDENER PLANT PROTECTING BLANKET

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Registration Number:	3112789	EASY GARDENER PLANT PROTECTOR BAGS
Registration Number:	3142855	EASY GARDENER POT TOP & LINER
Registration Number:	3303425	EASY GARDENER SUN SCREEN CANOPY
Registration Number:	3265727	EASY GARDENER X-TREME DEER BARRIER
Registration Number:	3857458	ECO-FRIENDLY GARDENING CHOICES
Registration Number:	1928560	EMERALD EDGE
Registration Number:	1981079	FABRICPEGS
Registration Number:	1671754	FAST START
Registration Number:	3143749	FEEDS A LITTLE EVERY DAY
Registration Number:	3213552	GARDEN DEFENSE OWL
Registration Number:	4020821	GARDEN DEFENSE FALCON
Registration Number:	3935838	GRASSSHIELD
Registration Number:	2359625	GREAT RESULTS. LESS WORK.
Registration Number:	2953484	GREEN-AGAIN
Registration Number:	1664643	GRO-STAKES
Registration Number:	1768337	IT WORKS. YOU DON'T.
Registration Number:	3213484	JOBES
Registration Number:	2883762	JOBE'S
Registration Number:	2969910	JOBE'S
Registration Number:	3213541	JOBE'S CRYSTALS
Registration Number:	3223489	JOBE'S DRIP FEEDER
Registration Number:	3170070	JOBE'S HYDRO-FEEDER
Registration Number:	3280972	JOBE'S ORGANICS
Registration Number:	3209288	MAXIGRID
Registration Number:	3370018	POLYSPUN 300
Registration Number:	3209258	POLYSPUN 350
Registration Number:	3121605	PRO WEEDBLOCK
Registration Number:	3215909	QUICKSTACK
Registration Number:	1741296	ROSS
Registration Number:	1682545	ROSS
Registration Number:	1684947	ROSS
Registration Number:	1675783	ROSS ROOT FEEDER
Registration Number:	1986161	SCATTER CAP
Registration Number:	1921278	STOPS WEEDS FOR YEARS
Registration Number:	2010199	TREE GARD

	3315713	TREESTAKIT
Registration Number:	1408576	WEEDBLOCK
Registration Number:	2334841	WEED BLOCK
Registration Number:	3218131	WEEDBLOCK
Registration Number:	3477418	WEEDBLOCK NATURAL
Registration Number:	3299916	WEED BLOCK ULTRA
Registration Number:	1989049	XP-20
Registration Number:	3772285	WEEDBLOCK RECYCLED
Registration Number:	1769537	TREE STAKIT
Serial Number:	85571567	PROMAT

CORRESPONDENCE DATA

Fax Number: 2147581550
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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ATTORNEY DOCKET NUMBER:	024843.0110
NAME OF SUBMITTER:	Aaron Pickell
Signature:	/Aaron Pickell/
Date:	01/15/2013

Total Attachments: 4
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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, the Persons listed on the signature pages hereof (each an “Assignor” and collectively, the “Assignors”) have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignors have entered into a Pledge and Security Agreement, dated as of January 11, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of CIT Finance LLC, as collateral agent for certain agents and certain lenders (in such capacity, together with its successors and assigns, if any, the “Assignee”); and

WHEREAS, pursuant to the Security Agreement, each Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Assignee and the Lenders (as defined in the Security Agreement) a continuing security interest in all right, title and interest of such Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grant to the Assignee for the benefit of the Assignee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

EASY GARDENER PRODUCTS, INC.

By: [Signature]
Name: DAVID JACKSON
Title: CEO

STATE OF Texas

SS.:

COUNTY OF McHenry

On this 1st day of January, 2013, before me personally came David L Jackson, to me known, or proven to me by sufficient evidence, to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CEO of Easy Gardener Products Inc, a Delaware Corp, and that s/he executed the foregoing instrument in the firm name of Easy Gardener Products Inc and that s/he had authority to sign the same, and s/he acknowledged to me that s/he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



WITNESS my hand and official seal.

Signature [Signature]

SCHEDULE A TO ASSIGNMENT FOR SECURITY

U.S. TRADEMARK REGISTRATIONS

Trademark Description	Registration No.	Serial Number
Adobe - Villa Garden Tiles	2898349	76/293101
AquaWrap	3956169	85/060773
Bio FabricPegs	3228792	78/656,415
BioBlock	1938066	74/539577
BirdBlock	1804536	74/329534
Cloud Cover	1252606	73/367655
Country Classic Border	2667208	76/293337
DeerBlock	1802112	74/329925
Duckbill Knife	3091035	78/346177
Easy Gardener & Design (Rectangle)	2356107	75/515511
Easy Gardener Christmas Tree Bag	3256879	78/430067
Easy Gardener Christmas Tree Saver	3287769	77/075174
Easy Gardener Patio & Sidewalk Underliner	3417331	77/223540
Easy Gardener Plant Protecting Blanket	3154859	78/430057
Easy Gardener Plant Protector Bags	3112789	78/430058
Easy Gardener Pot Top & Liner	3142855	78/282234
Easy Gardener Sun Screen Canopy	3303425	78/430033
Easy Gardener X-treme Deer Barrier	3265727	78/430047
Eco-Friendly Gardening Choices (Design)	3857458	77/592668
Emerald Edge	1928560	74/430993
FabricPegs (Prin. Reg.)	1981079	74/696434
FastStart	1671754	74/137942
Feeds A Little Every Day	3143749	78/656407
Garden Defense Owl	3213552	78/958323
Garden Defense Falcon	4020821	85/142105
GrassShield	3935838	85/031099
Great Results, Less Work	2359625	75/610382
Green Again	2953484	78/263429
Gro-Stakes (b.l.)	1664643	74/079964
It Works. You Don't (b.l.)	1768337	74/243947
Jobe's (Leaf Design) (reissue of 2,261,733)	3213484	78/891237
Jobe's (Block letter)	2883762	76/506972
Jobe's (Block letter)	2969910	78/282218
Jobe's Crystals	3213541	78/920240
Jobe's Drip Feeder	3223489	78/656371
Jobe's Hydro-Feeder	3170070	78/656340
Jobe's Organics	3280972	78/961674
MaxiGrid	3209288	78/958371
Polyspun 300	3370018	77/064860

Polyspun 350	3209258	78/906553
Pro WeedBlock	3121605	78/403938
QuickStack	3215909	78/958351
Ross (b.l.)	1741296	74/215625
Ross (leaf design in "O" of Ross)	1682545	74/107615
Ross (Word mark)	1684947	74/079932
Ross Root Feeder	1675783	74/079974
Scatter Cap (b.l.)	1986161	74/546230
Stop Weeds for Years	1921278	74/539576
Tree Gard	2010199	75/028507
TreeStakit	3315713	77/047804
WeedBlock (Arrow Style)	1408576	73/576723
WeedBlock (New stylized)	2334841	75/561295
WeedBlock (word mark)	3218131	78/973217
WeedBlock Natural	3477418	77/113648
WeedBlock Ultra	3299916	78/863045
XP-20 (b.l.)	1989049	74/546229
WeedBlock Recycled	3772285	77/423504
Tree Stakit	1769537	74/332849

U.S. TRADEMARK APPLICATIONS

Trademark Application Description	Serial Number
ProMat	85/571567