

07-21-2008

Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103514786

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

W. Michael Bissonnette (July 10, 2008) and
Terry Robertson (July 10, 2008)Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

Execution Date(s): in parentheses after inventor name

- ☒ Assignment ☐ Merger ☐ Change of Name
☐ Security Agreement ☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: AeroGrow International, Inc.

Internal Address: _____

Street Address: _____

6075 Longbow Drive, Suite 200

City: BoulderState: ColoradoCountry: United States of America Zip: 80301Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)
29/293,343☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Michael A. Sartori, Ph.D.
VENABLE LLPInternal Address: Atty. Dkt.: 80311-256869Street Address: P.O. Box 34385City: WashingtonState: DC Zip: 20043-9998Phone Number: (202) 344-4000Fax Number: (202) 344-8300Email Address: masartori@venable.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number 22-0261
Authorized User Name Michael A. Sartori, Ph.D.

9. Signature:

Signature

July 16, 2008

Date

Steven J. Schwarz - 47,070
Name of Person SigningTotal number of pages including cover
sheet, attachments, and documents:

4

07/18/2008 DBYRNE 00000011 220261 29293343
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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, by W. Michael Bissonnette and Terry Robertson (hereinafter referred to as Assignors), residing at 1621 Gillaspie Drive, Boulder, Colorado 80305; and 4864 Brandon Creek Drive, Boulder, Colorado 80301, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in INDOOR GARDENING APPLIANCE, set forth in a Design application for Letters Patent of the United States, already filed on November 16, 2007 as U.S. Application No. 29/293,343; and

WHEREAS, Aerogrow International, Inc., organized under and pursuant to the laws of Colorado having its principal place of business at 6075 Longbow Drive, Suite 200, Boulder, Colorado 80301 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment, not been made

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and

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delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee. Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise; that any proceeding in connection with said inventions, or said Design application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

VENABLE LLP

All practitioners at Customer Number 26094

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AND Assignors acknowledge an obligation of assignment of this invention to
signee at the time the invention was made.

7-10-08

Date


W. Michael Bissonnette

Witness:

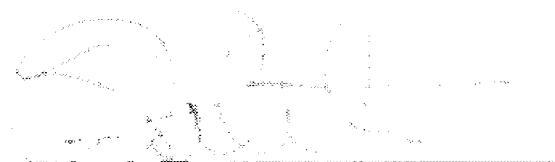
7-10-08

Date



7-10-2008

Date


Terry Robertson

Witness:

7-10-08

Date



³ Error! Unknown document property name.