

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNMENT														
CONVEYING PARTY DATA															
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>W. Michael Bissonnette</td><td>07/10/2008</td></tr><tr><td>Robert Wainwright</td><td>07/16/2008</td></tr><tr><td>Carson Payne</td><td>07/16/2008</td></tr><tr><td>John Thompson</td><td>07/31/2008</td></tr><tr><td>Robert Bromley</td><td>08/20/2008</td></tr><tr><td>Curt Morgan</td><td>08/14/2008</td></tr></tbody></table>	Name	Execution Date	W. Michael Bissonnette	07/10/2008	Robert Wainwright	07/16/2008	Carson Payne	07/16/2008	John Thompson	07/31/2008	Robert Bromley	08/20/2008	Curt Morgan	08/14/2008	
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RECEIVING PARTY DATA															
<table border="1"><tr><td>Name:</td><td>AeroGrow International, Inc.</td></tr><tr><td>Street Address:</td><td>6075 Longbow Drive</td></tr><tr><td>Internal Address:</td><td>80311-256866, IP Department</td></tr><tr><td>City:</td><td>Boulder</td></tr><tr><td>State/Country:</td><td>COLORADO</td></tr><tr><td>Postal Code:</td><td>80301</td></tr></table>	Name:	AeroGrow International, Inc.	Street Address:	6075 Longbow Drive	Internal Address:	80311-256866, IP Department	City:	Boulder	State/Country:	COLORADO	Postal Code:	80301			
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PROPERTY NUMBERS Total: 1															
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11654164</td></tr></tbody></table>	Property Type	Number	Application Number:	11654164											
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CORRESPONDENCE DATA															
Fax Number: (202)344-8300 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>															
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Correspondent Name: Steven Schwarz															
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Address Line 2: 80311-256866, IP Department															
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004															
ATTORNEY DOCKET NUMBER:	256866														

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PATENT
REEL: 021466 FRAME: 0268

NAME OF SUBMITTER:

Steven Schwarz

Total Attachments: 8

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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, by W. Michael Bissonnette, Robert E. Wainwright, Carson Payne, John Thompson, Robert Bromley and Curt Morgan (hereinafter referred to as Assignors), residing at 1621 Gillaspie Drive, Boulder, Colorado 80305; 2007 River Rd. County Rd. 9, Napanee, Ontario, Canada K7R 3K8; 7992 Centre Bridge Drive, Niwot, Colorado 80503; 1390 Tipperary Street, Boulder, Colorado 80303; 7806 South Hill Drive, Littleton, Colorado 80120; and, 16826 Blanton Street #4, Huntington Beach, California 92649, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in SYSTEMS AND METHODS FOR CONTROLLING LIQUID DELIVERY AND DISTRIBUTION TO PLANTS, set forth in a Utility application for Letters Patent of the United States, already filed on January 16, 2007 as U.S. Application No. 11/654,164; 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 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.

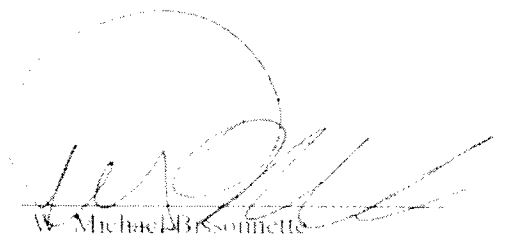
AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document

VENABLE LLP

All practitioners at Customer Number 26694

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

7-10-08
Date


W. Michael B. Somette

Witness:

7-10-08
Date


Robert F. Wainwright

Date

Robert F. Wainwright

Witness:

Date

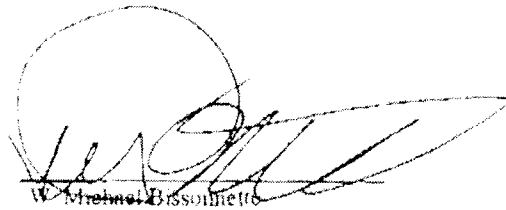
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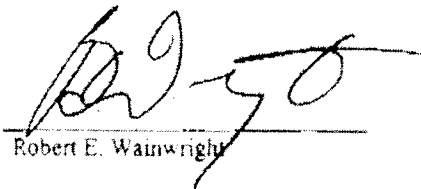

W. Michael Bissonnette

Witness:

Date

Date

July 16 2008
Date


Robert E. Wainwright

Witness:

Date

7/16/08 Carson Payne
Date

Witness:

Date

Date

John Thompson

Witness:

Date

Date

Robert Bromley

Witness:

Date

Date

Carson Payne

Witness:

Date

7/31/08
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Robert Bromley

Witness:

Date

Date

Carson Payne

Witness:

Date

Date

John Thompson

Witness:

Date

Date

20/8/2008



Robert Bromley

Witness:

Date

Date 8/14/08

Curt Morgan
Curt Morgan

Witness:

Date _____

DC2943513

NO311-256866

2. Do not make copies of this document for property records.