

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
John R. Hardison	06/10/2009
Jay B. Burr	06/09/2009
James R. Frelich	06/09/2009
George Marquez	06/09/2009
RECEIVING PARTY DATA	
Name:	SMG BRANDS, INC.
Street Address:	1105 North Market Street
Internal Address:	Suite 1300
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19899-8985
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12071554
CORRESPONDENCE DATA	
Fax Number:	(202)778-2201
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2029551500
Email:	mlouey@hunton.com
Correspondent Name:	Hunton & Williams IP Department
Address Line 1:	1900 K Street NW
Address Line 2:	SUITE 1200
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 200061109
ATTORNEY DOCKET NUMBER:	54936.003005
NAME OF SUBMITTER:	Alexander H. Spiegler

CH \$40.00 12071554

Total Attachments: 3

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ASSIGNMENT

WHEREAS, WE, John R. Hardison residing at 1125 S.W. Stopp Place, Corvallis, Oregon 97333; Jay B. Burr residing at 485 Leslie Street, S.E., Salem, Oregon 97301; James R. Frelich residing at 3777 Kermit Court, N.E., Salem, Oregon 97305; and George Marquez 7044 Oakwood Drive, S.E., Turner, Oregon 97392 have invented certain new and useful improvements in and to the subject matter of:

Hybrid variety of Texas x Kentucky bluegrass designated 'HB 128'

described in an application for United States Letters Patent filed on February 3, 2006, and accorded Application No. 12/071,554.

AND, WHEREAS, SMG BRANDS, INC., a corporation organized and existing under the laws of the State of Delaware and having a place of business located 1105 North Market Street, Suite 1300, Wilmington, Delaware 19899-8985 (hereinafter "ASSIGNEE"), is desirous of acquiring certain rights to the improvements and under the application;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, WE do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said improvements, said United States application, any other United States applications, including provisional, divisional, renewal, substitute, continuation, reexamination and reissue applications, based in whole or in part on said United States application or in whole or in part on said improvements, any foreign applications, including international and regional applications, based in whole or in part on any of the aforesaid United States applications or in whole or in part on said improvements, and in and to any and all letters patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements or any parts thereof;

AND WE hereby agree for ourselves and our heirs, executors and administrators to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-referenced application or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to ASSIGNEE its interest and title in and to said improvements or any parts thereof, and in and to said several patents or any of them;

AND WE hereby covenant for ourselves and our legal representatives, and agree with said ASSIGNEE, its successors and assigns, that WE have granted no right or license to make, use, sell or offer to sell said improvements, to anyone except said ASSIGNEE, that prior to the execution of this deed, our right, title and interest in said improvements had not been otherwise encumbered, and that WE have not and will not execute any instrument in conflict therewith;

AND WE do hereby authorize and request the Director of the United States Patent and Trademark Office to issue any and all letters patent which may be granted upon said United States applications, or upon said improvements or any parts thereof when granted, to said ASSIGNEE.

IN WITNESS WHEREOF, WE have hereunto set our hands and seals.

June 10, 2009
DATE

John R Hardison
John R. Hardison

WITNESS:

June 10, 2009
DATE

Rekha Sweeton
WITNESS NAME

June 9, 2009
DATE

Jay B Burr
Jay B. Burr

WITNESS:

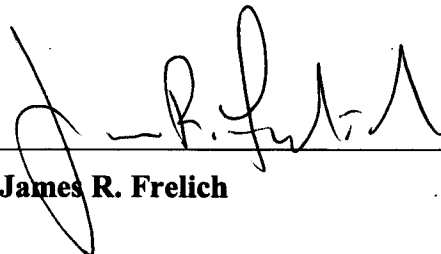
June 9, 2009
DATE

Jan Glen
WITNESS NAME

HUNTON & WILLIAMS LLP
INTELLECTUAL PROPERTY DEPARTMENT
1900 K STREET, N.W., SUITE 1200
WASHINGTON, DC 20006-1109
(202) 955-1500 (TELEPHONE)
(202) 778-2201 (FACSIMILE)

06/09/2009

DATE



James R. Frelich

WITNESS:

6/9/2009

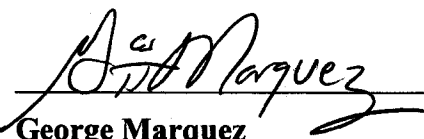
DATE



WITNESS NAME

6/09/2009

DATE

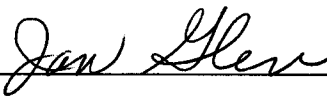


George Marquez

WITNESS:

6/9/2009

DATE



WITNESS NAME

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