

PATENT ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Easy Gardener Products, Inc. | 01/11/2013 |
| RECEIVING PARTY DATA | |
| Name: | CIT Finance LLC |
| Street Address: | 5420 LBJ Freeway |
| Internal Address: | Suite 200 |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 75240 |
| PROPERTY NUMBERS Total: 25 | |
| Property Type | Number |
| Patent Number: | 6622426 |
| Patent Number: | 5456045 |
| Patent Number: | 7255060 |
| Patent Number: | 7246569 |
| Patent Number: | D666464 |
| Patent Number: | 7685764 |
| Patent Number: | D407507 |
| Patent Number: | D430683 |
| Patent Number: | D430682 |
| Patent Number: | D456529 |
| Patent Number: | D456912 |
| Patent Number: | D457251 |
| Patent Number: | D457653 |
| Patent Number: | D457256 |

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| Patent Number: | D457663 |
| Patent Number: | D457662 |
| Patent Number: | D457973 |
| Patent Number: | D458393 |
| Patent Number: | D463582 |
| Patent Number: | D514714 |
| Application Number: | 61283282 |
| Application Number: | 11960864 |
| Application Number: | 12122029 |
| Patent Number: | 6834462 |
| Patent Number: | 6779297 |

CORRESPONDENCE DATA

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Address Line 4: Dallas, TEXAS 75240

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|-------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 024843.0110 |
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| NAME OF SUBMITTER: | Aaron Pickell |
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Total Attachments: 4

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ASSIGNMENT FOR SECURITY

PATENTS

WHEREAS, the Persons listed on the signature pages hereof (each an “Assignor” and collectively, the “Assignors”) hold all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the. “Patents”);

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 Patents 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 McBensan

On this 7th day of Jan, 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 Kathy Ann Winters

SCHEDULE A TO ASSIGNMENT FOR SECURITY

U.S. PATENT REGISTRATIONS

| Description | Registration No. | Registration Date |
|---|------------------|-------------------|
| Achor Edge "Landscape edging & Methods of Manufacturing & Using same" | 5201154 | 4/13/93 |
| Landscape border segment for configurable landscape borders | 6834462 | 12/28/04 |
| Lawn edging strip with improved end connectors | 6779297 | 8/24/04 |
| Stackable landscape edging and methods of manufacturing and using same | 6622426 | 9/23/03 |
| Lawn edging strip | 5456045 | 10/10/95 |
| Landscape edging and methods of manufacturing and using same | 5201154 | 4/13/93 |
| Owl with Spring Connected Head & Wind Activated Fin | 7255060 | 8/14/07 |
| Electronic Predator Replica (E-Owl) | 7246569 | 7/24/2007 |
| Collapsible Product Display Container | D666464 | 9/4/2012 |
| Landscaping Rings and Related Manufacturing Methods Dual Color Tree Rings | 7685764 | 3/30/10 |
| Root Feeder Head Assembly | D357,971 | 5/2/95 |
| Landscape Edging | D407,507 | 3/30/99 |
| Lawn Edging (from Euro United (small solid fence-like)) | D430,683 | 9/5/00 |
| Lawn Edging (from Euro United (pound-in like EE)) | D430,682 | 9/5/00 |
| Landscape Edging (Villa Garden Tiles – English Stone Finial (Design)) | D456,529 | 4/30/02 |
| Landscape Edging (Whimsical Butterfly) | D456,912 | 5/7/02 |
| Landscape Edging (Whimsical Arch) | D457,251 | 5/14/02 |
| Landscape Edging (Whimsical Loop) | D457,653 | 5/21/02 |
| Landscape Edging (DecoTILE Border) | D457,256 | 5/14/02 |
| Landscape Edging (Villa Garden Tiles – Adobe) | D457,663 | 5/21/02 |
| Landscape Edging (Villa Garden Tiles – Roma) | D457,662 | 5/21/02 |
| Landscape Edging (Villa Garden Tiles - English Stone) | D457,973 | 5/28/02 |
| Landscape Edging (Garden Braid) | D458,393 | 6/4/02 |
| Landscape Edging (Whimsical Butterfly – Plain) | D463,582 | 9/23/02 |
| Landscape Edging and Irrigation Device | D514,714 | 2/7/06 |

PATENT APPLICATIONS

| Description | Publication No(s). |
|--|---|
| One Piece, One Point Connection RGK (Round RGK) | US61/283,282 |
| Rollable Mulch Mat Made of Recycled Material and Related Manufacturing Methods | US2009/0158646 (EP2242351) (WO/2009/082555) |
| Roll-Out Mulch | US2009/0158648 |
| Edge Border | US2008/0274342 |
| Above Ground Collapsible Garden Bed | US2012/0144737 |
| Dual-Colored Mulch Mat with Realistic Appearance | WO/2010/056234 |
| Landscape Edging Methods of Manufacturing and Using Same | WO/1993/003601 |