

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
General Electric Capital Corporation	06/13/2013
RECEIVING PARTY DATA	
Name:	NS, LLC
Street Address:	1169 Brittan Road
City:	Akron
State/Country:	OHIO
Postal Code:	43305
Name:	NSI Holdings, Inc.
Street Address:	780 Third Avenue
Internal Address:	40th floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10007
Name:	Nursery Supplies, Inc.
Street Address:	1415 Orchard Drive
City:	Chambersburg
State/Country:	PENNSYLVANIA
Postal Code:	17201
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D447719
Patent Number:	7210266
CORRESPONDENCE DATA	

OP \$80.00 D447719

Fax Number: 2158325619
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-569-5619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: Eighth Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-13037
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NAME OF SUBMITTER:	Timothy D. Pecsénye
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Signature:	/Timothy D. Pecsénye/
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Date:	06/19/2013
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	This document serves as an Oath/Declaration (37 CFR 1.63).
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Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN PATENTS

THIS RELEASE OF SECURITY INTEREST IN PATENTS (this "Release") is made as of June 13, 2013 in favor of NS, LLC, NSI Holdings, Inc., and Nursery Supplies, Inc. ("Grantors") by General Electric Capital Corporation (the "Agent"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Credit Agreement (as defined below).

WHEREAS, Grantors and the Agent entered into that certain Credit Agreement by and between Grantors, the Agent, and the other parties thereto dated May 26, 2005 (the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement and other Loan Documents, each Grantor granted to the Agent a security interest in all of its right, title and interest in, to and under certain intellectual property and, in connection therewith, entered into that certain Intellectual Property Security Agreement dated May 26, 2005 (the "Intellectual Property Security Agreement") for the purpose of recording such security interest with respect to the Intellectual Property Collateral (as such term is defined in the Intellectual Property Security Agreement), which included those items set forth on Schedule A hereto, with the United States Patent and Trademark Office;

WHEREAS, the Intellectual Property Security Agreement Security Agreement was recorded with the United States Patent and Trademark Office on October 13, 2005, at Reel 017105, Frame 0343; and

WHEREAS, Grantors have paid all of their outstanding indebtedness to the Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby, on behalf of itself and the Lenders (i) terminates the Intellectual Property Security Agreement Security Agreement, (ii) terminates, cancels and releases any and all security interests it has against the Intellectual Property Security Agreement Collateral, and (iii) re-assigns to Grantors any right, title and interest it may have in, to and under the Intellectual Property Security Agreement Collateral.


The Agent shall, at Grantors' expense, take all further actions, and provide to Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the date first set forth above.

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name: Aamir Moinuddin

Its: Duly Authorized Signatory

SCHEDULE A

Title	Country	Patent/ Publication Number	Issue Date	Status
PLANTER	United States	D447719	11-Sep-2001	Granted
PLANT ROOT PRUNING CONTAINER	United States	7210266	1-May-2007	Granted