

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3185939

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
FORTRESS VALUE RECOVERY FUND I LLC		01/12/2015
RECEIVING PARTY DATA		
Name:	10TH LANE FINANCE CO., LLC	
Street Address:	60 EAST 42ND STREET	
Internal Address:	SUITE 1400	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10165	
PROPERTY NUMBERS Total: 27		
Property Type	Number	
Patent Number:	5201154	
Patent Number:	5456045	
Patent Number:	6622426	
Patent Number:	6779297	
Patent Number:	6834462	
Patent Number:	7246569	
Patent Number:	7255060	
Patent Number:	7685764	
Patent Number:	D276494	
Patent Number:	D310421	
Patent Number:	D357971	
Patent Number:	D363801	
Patent Number:	D407507	
Patent Number:	D430682	
Patent Number:	D430683	
Patent Number:	D456529	
Patent Number:	D456912	
Patent Number:	D457251	
Patent Number:	D457256	

PATENT

Property Type	Number
Patent Number:	D457653
Patent Number:	D457662
Patent Number:	D457663
Patent Number:	D457973
Patent Number:	D458393
Patent Number:	D463582
Patent Number:	D514714
Patent Number:	D666464

CORRESPONDENCE DATA

Fax Number: (212)940-8986

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-940-8800

Email: nycuspto@kattenlaw.com

Correspondent Name: KATTEN MUCHIN ROSENMAN LLP

Address Line 1: 575 MADISON AVENUE

Address Line 2: 15TH FLOOR, IP DEPT.

Address Line 4: NEW YORK, NEW YORK 10022-2585

ATTORNEY DOCKET NUMBER: 386115-00002

NAME OF SUBMITTER: SAMSON HELFGOTT

SIGNATURE: /Samson Helfgott/

DATE SIGNED: 01/16/2015

Total Attachments: 5

source=38611500002ASSIGNMENT#page1.tif

source=38611500002ASSIGNMENT#page2.tif

source=38611500002ASSIGNMENT#page3.tif

source=38611500002ASSIGNMENT#page4.tif

source=38611500002ASSIGNMENT#page5.tif

ASSIGNMENT FOR SECURITY

PATENTS

WHEREAS, Easy Gardener Products, Inc. and Easy Gardner Products Holdings, Inc. (each a "Grantor" and collectively, the "Grantors") have entered into a Security Agreement, dated as of November 3, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Fortress Value Recovery Fund I LLC (f/k/a D.B. Zwirn Special Opportunities Fund, LLC), as collateral agent for certain agents and certain lenders (in such capacity, together with its successors and assigns, the "Agent");

WHEREAS, pursuant to the Security Agreement, each Grantor has assigned to Fortress Value Recovery Fund I LLC, in its capacity as Agent (in such capacity, the "Assignor"), and granted to the Assignor for the benefit of the Assignor and the Lenders (as defined in the Security Agreement) a continuing security interest in all right, title and interest of such Grantor 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);

WHEREAS, the Assignor holds a continuing security interest in 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"); and

WHEREAS, pursuant to that certain Agency Appointment Agreement, dated as of December 16, 2014 (the "Agency Appointment Agreement"), the Required Lenders (as defined in the Agency Appointment Agreement) confirmed receipt of the Assignor's resignation as the Agent and appointed 10th Lane Finance Co., LLC as the successor Agent (in such capacity, the "Assignee"), and the Assignee accepted its appointment as the Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee its continuing security interest in and to the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The 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.

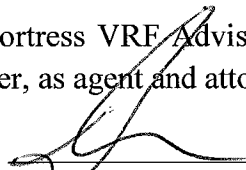
IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 12, 2015.

ASSIGNOR:

FORTRESS VALUE RECOVERY FUND I LLC,
as resigning Agent

By: Fortress VRF Advisors I LLC, its investment
manager, as agent and attorney-in-fact

By:

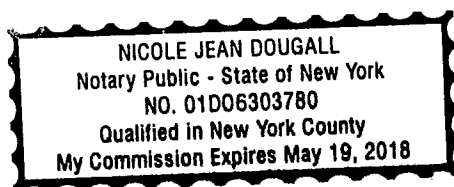

Name: _____
Title: _____ Douglas J. Cardoni
Authorized Signatory

STATE OF NY

SS:

COUNTY OF NY

On this 13 day of January 2015, before me personally came DOUGLAS CARDONI to me known 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 AUTHORIZED SIGNATORY FORTRESS VALUE RECOVERY FUND II RESIGNING AGENT, and that s/he executed the foregoing instrument in the firm name of FORTRESS INVESTMENT GROUP, and that s/he had the 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.



Nicole Jean Dougall

SCHEDULE A TO ASSIGNMENT FOR SECURITY (PATENTS)

Patent Registrations

	Title	Patent No.	Issue Date
1	ACHOR EDGE "LANDSCAPE EDGING & METHODS OF MANUFACTURING & USING SAME"	5201154	4/13/1993
2	LAWN EDGING STRIP	5456045	10/10/1995
3	STACKABLE LANDSCAPE EDGING AND METHODS OF MANUFACTURING AND USING SAME	6622426	9/23/2003
4	LAWN EDGING STRIP WITH IMPROVED END CONNECTORS	6779297	8/24/2004
5	LANDSCAPE BORDER SEGMENT FOR CONFIGURABLE LANDSCAPE BORDERS	6834462	12/28/2004
6	ELECTRONIC PREDATOR REPLICA (E-OWL)	7246569	7/24/2007
7	OWL WITH SPRING CONNECTED HEAD & WIND ACTIVATED FIN	7255060	8/14/2007
8	LANDSCAPING RINGS AND RELATED MANUFACTURING METHODS	7685764	3/30/2010
9	PLASTIC LANDSCAPE EDGING UNIT	D276494	11/27/1984
10	FLAT BRICK BORDER SECTION	D310421	9/4/1990
11	ROOT FEEDER HEAD ASSEMBLY	D357971	5/2/1995
12	BORDER EDGE	D363801	10/31/1995
13	LANDSCAPE EDGING	D407507	3/30/1999
14	LAWN EDGING (FROM EURO UNITED (POUND-IN LIKE EE))	D430682	9/5/2000
15	LAWN EDGING (FROM EURO UNITED (SMALL SOLID FENCE-LIKE))	D430683	9/5/2000
16	LANDSCAPE EDGING (VILLA GARDEN TILES-ENGLISH STONE FINIAL (DESIGN))	D456529	4/30/2002
17	LANDSCAPE EDGING (WHIMSICAL BUTTERFLY)	D456912	5/7/2002

18	LANDSCAPE EDGING (WHIMSICAL ARCH)	D457251	5/14/2002
19	LANDSCAPE EDGING (DECOTILE BORDER)	D457256	5/14/2002
20	LANDSCAPE EDGING (WHIMSICAL LOOP)	D457653	5/21/2002
21	LANDSCAPE EDGING (VILLA GARDEN TILES- ROMA)	D457662	5/21/2002
22	LANDSCAPE EDGING (VILLA GARDEN TILES -ADOBE)	D457663	5/21/2002
23	LANDSCAPE EDGING (VILLA GARDEN TILES – ENGLISH STONE)	D457973	5/28/2002
24	LANDSCAPE EDGING (GARDEN BRAID)	D458393	6/4/2002
25	LANDSCAPE EDGING (WHIMSICAL BUTTERFLY- PLAIN)	D463582	9/24/2002
26	LANDSCAPE EDGING AND IRRIGATION DEVICE	D514714	2/7/2006
27	ABOVE GROUND COLLAPSIBLE GARDEN BED	D666464	9/4/2012