# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3559697

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION OF SECURITY INTEREST IN PATENTS AND RE-ASS1GNMENT OF INTERESTS

## **CONVEYING PARTY DATA**

Name	Execution Date
CIT FINANCE LLC, AS AGENT	09/30/2015

## **RECEIVING PARTY DATA**

Name:	EASY GARDENER PRODUCTS, INC.
Street Address:	3022 FRANKLIN AVENUE
City:	WACO
State/Country:	TEXAS
Postal Code:	76710

## **PROPERTY NUMBERS Total: 29**

Property Type	Number
Patent Number:	5201154
Patent Number:	6834462
Patent Number:	6779297
Patent Number:	6622426
Patent Number:	5456045
Patent Number:	7255060
Patent Number:	7246569
Patent Number:	D666464
Patent Number:	7685764
Patent Number:	D357971
Patent Number:	D407507
Patent Number:	D430683
Patent Number:	D430682
Patent Number:	D456529
Patent Number:	D456912
Patent Number:	D457251
Patent Number:	D457653
Patent Number:	D457256
Patent Number:	D457663
Patent Number:	D457662

PATENT

503513071 REEL: 036807 FRAME: 0340

Property Type	Number
Patent Number:	D457973
Patent Number:	D458393
Patent Number:	D463582
Patent Number:	D514714
Application Number:	61283282
Application Number:	11960864
Application Number:	12122029
Application Number:	11776294
Application Number:	12964937

#### **CORRESPONDENCE DATA**

**Fax Number:** (302)636-5454

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: 202-408-3121 X62348 Email: jpaterso@cscinfo.com

Correspondent Name: CORPORATION SERVICE COMPANY Address Line 1: 1090 VERMONT AVENUE NW, SUITE 430

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	822644
NAME OF SUBMITTER:	JEAN PATERSON
SIGNATURE:	/jep/
DATE SIGNED:	10/07/2015

### **Total Attachments: 4**

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# TERMINATION OF SECURITY INTEREST IN TRADEMARKS AND RE-ASSIGNMENT OF INTERESTS

THIS INSTRUMENT, dated this **30** day of September, 2015, is made by CIT FINANCE LLC, as agent, having an address at 5420 LBJ Freeway, Suite 200, Dallas, Texas 75240 ("CIT").

### WITNESSETH:

WHEREAS, EASY GARDENER PRODUCTS, INC. ("Grantor") heretofore granted to CIT a security interest in and a collateral assignment of certain registered trademarks and trademark applications, pursuant to an Assignment for Security, dated on or about January 11, 2013, which was recorded with the U.S. Patent and Trademark Office on January 15, 2013 in Reel 4943, Frame 0052 (the "Security Agreement"); and

WHEREAS, CIT now desires to terminate its security interest and relinquish all its right, title and interest in certain trademarks and trademark applications that are subject to the Security Agreement.

NOW, THEREFORE, for valuable consideration. CIT hereby agrees as follows:

CIT hereby releases and terminates its security interest and lien in the registered trademarks and trademark applications identified on <u>Schedule A</u> to this Instrument (and in the goodwill associated therewith), (the "Released Marks") and CIT re-assigns to the Grantor all its right, title and interest (if any) in and to the Released Marks. Such termination and re-assignment shall apply as well to the trademarks that have been registered pursuant to such trademark applications. The U.S. Patent and Trademark Office is hereby authorized and requested to discharge the Security Agreement of record as to each of the Released Marks.

IN WITNESS WHEREOF, this Instrument has been executed as of the day and year first above written.

WITNESS:	CIT FINANCE LLC
Name (Print):	By: Chris Handler Title: Vice President

STATE OF DUIGS	
On this day of September, 2015, bef personally appeared Chris Hund Lucy of CIT Finance LLC, the foregoing instrument, and he or she did acknot delivered the same in his or her capacity as such the same on behalf of such entity, and that the for of such entity, made by virtue of proper authority	who, I am satisfied, is the person who signed wledge under oath that he or she signed and officer, that he or she was authorized to execute egoing instrument is the voluntary act and deed
	SHANNON CONWAY My Commission Expires December 15, 2018

# SCHEDULE A

# U.S. TRADEMARK REGISTRATIONS

Trademark Description	Registration No.	Serial Number
Adobe - Villa Garden Tiles	2898349	76/293101
AquaWrap	3956169	85/060773
Bio FabricPegs	3228792	78/656,415
BioBlock	1938066	74/539577
BirdBlock	1804536	74/329534
Cloud Cover	1252606	73/367655
Country Classic Border	2667208	76/293337
DeerBlock	1802112	74/329925
Duckbill Knife	3091035	78/346177
Easy Gardener & Design (Rectangle)	2356107	75/515511
Easy Gardener Christmas Tree Bag	3256879	78/430067
Easy Gardener Christmas Tree Saver	3287769	77/075174
Fasy Gardener Patio & Sidewalk Underliner	3417331	77/223540
Easy Gardener Plant Protecting Blanket	3154859	78/430057
Easy Gardener Plant Protector Bags	3112789	78/430058
Easy Gardener Pot Top & Liner	3142855	78/282234
Easy Gardener Sun Screen Canopy	3303425	78/430033
Easy Gardener X-treme Deer Barrier	3265727	78/430047
Eco-Friendly Gardening Choices (Design)	3857458	77/592668
Emerald Edge	1928560	74/430993
FabricPegs (Prin. Reg.)	1981079	74/696434
FastStart	1671754	74/137942
Feeds A Little Every Day	3143749	78/656407
Garden Defense Owl	3213552	78/958323
Garden Defense Falcon	4020821	85/142105
GrassShield	3935838	85/031099
Great Results, Less Work	2359625	75/610382
Green Again	2953484	78/263429
Gro-Stakes (b.1)	1664643	74/079964
It Works. You Don't (b.l.)	1768337	74/243947
Jobe's (Leaf Design) (reissue of 2,261,733)	3213484	78/891237
Jobe's (Block letter)	2883762	76/506972
Jobe's (Block letter)	2969910	78/282218
Jobe's Crystals	3213541	78/920240
Jobe's Drip Feeder	3223489	78/656371
Jobe's Hydro-Feeder	3170070	78/656340
Jobe's Organics	3280972	78/961674
MaxiGrid	3209288	78/958371
Polyspun 300	3370018	77/064860
Polyspun 350	3209258	78/906553

Pro WeedBlock       3121605       78/403938         QuickStack       3215909       78/95835         Ross (b.l.)       1741296       74/215625         Ross (leaf design in "O" of Ross)       1682545       74/107615
Ross (b.1) 1741296 74/215625 Ross (leaf design in "O" of Ross) 1682545 74/107615
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Ross (Word mark) 1684947 74/079932
Ross Root Feeder 1675783 74/079974
Scatter Cap (b.l.) 1986161 74/546230
Stop Weeds for Years 1921278 74/539576
Tree Gard 2010199 75/02850'
TreeStakit 3315713 77/047804
WeedBlock (Arrow Style) 1408576 73/576723
WeedBlock (New stylized) 2334841 75/561295
WeedBlock (word mark) 3218131 78/97321
WeedBlock Natural 3477418 77/113648
WeedBlock Ultra 3299916 78/86304:
XP-20 (b.l.) 1989049 74/546229
WeedBlock Recycled 3772285 77/423504
Tree Stakit 1769537 74/332849

# U.S. TRADEMARK APPLICATIONS

Trademark Application Description	Serial Number
ProMat	85/571567

**RECORDED: 10/07/2015**