

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wetsel, Inc.		08/01/2011	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BFG Kalamazoo, LLC		
<b>Street Address:</b>	One Westminster Place - Suite 100		
<b>Internal Address:</b>	Attention: Jack L. Westerman and Nicholas A. Peters		
<b>City:</b>	Lake Forest		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60045		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: INDIANA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3514606	PLUSHTEX	
<b>Registration Number:</b>	2091126	CLASS ACT	
<b>Registration Number:</b>	1757807	WETSEL SINCE 1911	
<b>Registration Number:</b>	1688026	M.V.P.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)627-0705		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213.683.5698		
<b>Email:</b>	MinetteTayco@paulhastings.com		
<b>Correspondent Name:</b>	Minette M. Tayco		
<b>Address Line 1:</b>	515 S. Flower St., 25th Floor		
<b>Address Line 2:</b>	Paul Hastings, LLP		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	BFG/WETSEL(77551.3): IP		

CH \$115.00 3514606

**900199545**

**TRADEMARK  
 REEL: 004603 FRAME: 0116**

NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	08/11/2011
<b>Total Attachments: 4</b> source=BFG_Wetsel - Fully Executed IP Assignment#page1.tif source=BFG_Wetsel - Fully Executed IP Assignment#page2.tif source=BFG_Wetsel - Fully Executed IP Assignment#page3.tif source=BFG_Wetsel - Fully Executed IP Assignment#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is entered into as of August 1, 2011 (the “Effective Date”) by and between Wetsel, Inc., a Virginia corporation (“Assignor”), and BFG Kalamazoo, LLC, an Indiana limited liability company (“Assignee”), pursuant to that certain Asset Purchase Agreement dated as of the date hereof by and among Assignor, Wetsel Acquisition, Inc., a Virginia corporation, Assignee, Gardenocity, Inc., a Florida corporation, Customer Service Corp., a Virginia corporation, Barry Shapiro, Thomas Gaffney and Walter Jones, (as amended, modified or supplemented in accordance with its terms, the “Purchase Agreement”).

FOR GOOD AND VALUABLE CONSIDERATION, as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, effective as of 12:01 a.m. (Eastern daylight time) on the Effective Date (the “Effective Time”) Assignor hereby sells, transfers and conveys to Assignee all right, title and interest in and to the intellectual property listed on Schedule A attached hereto (which is incorporated into and made a part of this Assignment), together with all of the goodwill associated with such intellectual property and all rights of Assignor to sue and recover for any past, present or future infringement, dilution, damage or injury (including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages with respect to the same, the same to be held and enjoyed from and after the Effective Time by Assignee for its own use and for the use of its successors and assigns.

In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

This Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of Delaware to be applied.

This Assignment may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Assignment but all of which, when taken together, will constitute one and the same agreement.

\* \* \* \* \*





SCHEDULE A

The following registered trademarks:

PLUSHTEX (Serial # 76687623; Reg. # 3514606)

CLASS ACT (Serial # 75150935; Reg. # 2091126)

WETSEL SINCE 1911 (& DESIGN) (Serial # 74126468; Reg. # 1757807)

M.V.P. (Serial # 73826634; Reg. # 1688026)

INTELLECTUAL PROPERTY ASSIGNMENT

LEGAL\_US\_E # 93693889.2

**RECORDED: 08/11/2011**

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