TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Intellectual Property Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wetsel, Inc.		08/01/2011	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	BFG Kalamazoo, LLC
Street Address:	One Westminster Place - Suite 100
Internal Address:	Attention: Jack L. Westerman and Nicholas A. Peters
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3514606	PLUSHTEX
Registration Number:	2091126	CLASS ACT
Registration Number:	1757807	WETSEL SINCE 1911
Registration Number:	1688026	M.V.P.

CORRESPONDENCE DATA

Fax Number: (213)627-0705

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213.683.5698

Email: MinetteTayco@paulhastings.com

Correspondent Name: Minette M. Tayco

Address Line 1: 515 S. Flower St., 25th Floor

Address Line 2: Paul Hastings, LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: BFG/WETSEL(77551.3): IP

TRADEMARK

REEL: 004603 FRAME: 0116

115,00 3514606

NAME OF SUBMITTER:	Minette M. Tayco	
Signature:	/Minette M. Tayco/	
Date:	08/11/2011	
Total Attachments: 4 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.

* * * * *

Westel, Inc. By: Walter C. Jones Title: Assistant Secretary	mer	
STATE OF)) SS.	
COUNTY OF)	
On this 24hday of J personally known to me, who a his/her voluntary act and deed on		appeared before me walter C. Jones at he/she signed the foregoing Assignment as full authority of Wetsel, Inc
WITNESS my hand and o	official seal.	מיין לע" בא מיין או פא מיין או פא מיין איין או פאר מיין או פאר פאר מיין או פאר
Signature Jugani (May	(Seal)	SUZANNE C. PAZUR My commission expires Notary Public, Oakland County, MI SJ38/3:013 Acting in Cally County, Michigan My Commission Expires on 08-28-2013
BFG Kalamazoo, LLC		
By: Name:		
Title:		
STATE OF)) SS.	
COUNTY OF)	
On this day of personally known to me, who a his/her voluntary act and deed on	, there a cknowledged that behalf and with	appeared before me, at he/she signed the foregoing Assignment as full authority of BFG Kalamazoo, LLC.
WITNESS my hand and o	official seal.	
Signature	(Seal)	My commission expires

INTELLECTUAL PROPERTY ASSIGNMENT

IN WITNESS WHEREOF, the undersigned parties have caused this Assignment to be executed as of the date first written above.

IN WITNESS WHEREOF, the undersigned parties have caused this Assignment to be executed as of the date first written above.

Westel, Inc.		
Ву:		
Name: Γitle:		
STATE OF)) SS.	
COUNTY OF)	
On this day of personally known to me, who acknown is/her voluntary act and deed on behavior	owledged tha	t he/she signed the foregoing Assignment as
WITNESS my hand and offici	ial seal.	
Signature	(Seal)	My commission expires
		-
BFG Kalamazoo, LLC By: Name: Title: Vice Pos. Lend	raq 2	
		appeared before me Sack Wistman
		t he/she signed the foregoing Assignment as full authority of BFG Kalamazoo, LLC.
WITNESS my hand and offici		}
Signature <u>NAAC (MO1</u>	(Seal)	My commission expires OXODIN 22,2013

INTELLECTUAL PROPERTY ASSIGNMENT

OFFICIAL SEAL SARAH E TYBOR Notary Public - State of Illinois My Commission Expires Oct 22, 2013

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