

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.	FORMERLY LaSalle Business Credit, LLC	02/20/2009	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Cole Taylor Bank
Street Address:	9550 West Higgins Road, 8th Floor
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1291568	GRO-WELL
Registration Number:	0873664	PRO-TEK
Registration Number:	0840261	NO-GRO
Registration Number:	1772991	COLOROCK
Registration Number:	1044368	DRIFTWOOD
Registration Number:	0988673	ECO-LITE
Registration Number:	3091194	MULTI MULCH
Registration Number:	3066757	NATURAL & ORGANIC
Registration Number:	3061196	REDUCE WATER BY HALF
Registration Number:	3110206	OPEN EARTH
Registration Number:	2579919	NIVEUS
Registration Number:	2394068	BIG EVEREST
Registration Number:	2782484	VAPORIZER
Registration Number:	2670928	ROARING BROOK ORGANIC

CH \$565.00 1291568

900133054

**TRADEMARK
 REEL: 003980 FRAME: 0300**

Registration Number:	2759801	ACCESORIA
Registration Number:	3161229	PRE-VENT
Registration Number:	3339505	GRO-WELL
Serial Number:	78836689	NATURALLY INSPIRED
Serial Number:	78836669	GROW-WELL PRO
Serial Number:	77034590	WATER PROTECT & PRESERVE
Serial Number:	78908721	SIERRA ORGANICS BRANDS
Serial Number:	78836332	GRO-WELL

CORRESPONDENCE DATA

Fax Number: (314)259-2020

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

Email: ncollora@bryancave.com

Correspondent Name: Daniel A. Crowe

Address Line 1: 211 North Broadway, Ste 3600

Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0229911
NAME OF SUBMITTER:	Daniel A. Crowe
Signature:	/Daniel A. Crowe/
Date:	04/02/2009

Total Attachments: 7

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ASSIGNMENT

This Assignment (the "**Assignment**") is executed as of February 20, 2009, between Cole Taylor Bank ("**Assignee**") and Bank of America, N.A. (as successor by merger to LaSalle Business Credit, LLC) ("**Assignor**").

WITNESSETH:

WHEREAS, Assignor is party to a Loan and Security Agreement dated as of June 16, 2008 (as amended modified or supplemented from time to time, the "**Loan Agreement**") by and among Bank of America, N.A. (as successor by merger to LaSalle Business Credit, LLC) and BENICK BRANDS CP, LLC, a Connecticut limited liability company, ("**Benick**") WESTERN ORGANICS, INC., an Arizona corporation ("**Western Organics**"), GRO-WELL BRANDS, INC., a Delaware corporation ("**GRO-WELL**") and GRO-WELL BRANDS CP, INC., a Delaware corporation ("**CP**") (Benick, Western Organics, GRO-WELL and CP are collectively the, "**Borrower**").

WHEREAS, Assignor has agreed to assign and transfer to Assignee all of its right, title and interest in and to (i) the Loan Agreement and the Other Agreements, (ii) the Loans, and (iii) the Collateral and Assignee has agreed to accept such assignment;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Defined Terms

Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

2. Assignment and Assumption

Assignor hereby assigns to Assignee, without recourse, representation or warranty (other than as expressly provided herein), and Assignee hereby assumes, all of Assignor's right, title and interest in and to (i) the Loan Agreement and the Other Agreements, (ii) the Loans and (iii) the Collateral.

3. Payments on Assignment Effective Date

In consideration of the assignment by Assignor to Assignee pursuant to this Assignment, Assignee agrees to pay to Assignor on or prior to the "Assignment Effective Date" (as defined below) the "**Purchase Amount**" set forth in the Purchase Amount Letter in the form attached as Exhibit A hereto.

4. Effectiveness

This Assignment shall become effective upon (i) the full execution and delivery of this Assignment and of the Release and Agreement in the form attached as Exhibit B hereto and (ii) the receipt by Assignor of the Purchase Amount (the "**Assignment Effective Date**").

5. Representations and Warranties

(a) Each of Assignor and Assignee represents and warrants to the other party as follows:

(i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to fulfill its obligations under, and to consummate the transactions contemplated by, this Assignment;

(ii) the making and performance by it of this Assignment and all documents required to be executed and delivered by it hereunder do not and will not violate any law or regulation of the jurisdiction of its incorporation or any other law or regulation applicable to it;

(iii) this Assignment has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general equity principles;

(iv) all approvals, authorizations, or other actions by, or filing with, any governmental authority necessary for the validity or enforceability of its obligations under this Assignment have been obtained; and

(v) Assignor represents and warrants to Assignee that Assignor is the legal and beneficial owner of the interest being assigned and that the Loans being assigned hereunder are not subject to any liens or security interests created by or known to Assignor.

6. Indemnification

Assignee agrees to pay to Assignor, upon request and upon receipt of reasonable documentation therefor, any amounts subsequently found to be due and owing by Borrower to Assignor, either (a) because checks deposited to the credit of Borrower have been returned unpaid by the bank to

which they were presented for payment for any reason, including, without limitation, checks returned for insufficient funds, or (b) because automatic clearinghouse or wire transfers out of Borrower's account initiated by Borrower or any other authorized person have not yet been posted to Borrower's account, in each case provided that such request is made within 45 days of the date hereof. Upon such event, Assignor shall surrender to you any such checks, without recourse, along with all rights to take action to collect and recover any amounts paid by you to Assignor on account of any such checks or automatic clearinghouse or wire transfers.

7. Delivery of Loan Documents.

On or prior to the Assignment Effective Date, Assignor will deliver to Assignee the original Loan Agreement, the original Other Agreements, executed allonges to all promissory notes made by Borrower endorsing such notes to Assignee, and all Collateral in the possession of Assignor including Tangible Chattel Paper, Instruments, Documents, and Investment Property consisting of certificated securities.

8. Further Assurances.

Each of the parties to this Assignment agrees that at any time and from time to time upon the written request of any other party, it will execute and deliver such further documents and do such further acts and things as such other party may reasonably request in order to effect the purposes of this Assignment.

9. Miscellaneous

(a) Assignor shall not be responsible to Assignee for the execution (by any party other than Assignor), effectiveness, genuineness, validity, enforceability, collectibility or sufficiency of the Loan Agreement, the Other Agreements or any of the agreements, documents or instruments executed and/or delivered in connection therewith (collectively, the "**Loan Documents**") or for any representations, warranties, recitals or statements made therein or in any written or oral statement or in any financial or other statements, instruments, reports, certificates or any other documents made or furnished or made available by Assignor to Assignee or by or on behalf of Borrower or any other person obligated under the Loan Documents (collectively, the "**Credit Parties**") to Assignor or Assignee in connection with the Loan Documents and the transactions contemplated thereby. Assignor shall not be required to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any of the Loan Documents or as to the use of the

proceeds of the Loans or as to the existence or possible existence of any default (matured or unmatured) under the Loan Documents.

(b) Assignee represents and warrants that it has made its own independent investigation of the financial condition and affairs of the Credit Parties in connection with the making of the Loans and the assignment by Assignor to Assignee hereunder and has made and shall continue to make its own appraisal of the creditworthiness of the Credit Parties. Assignor shall have no duty or responsibility (except as expressly provided in the Loan Agreement) either initially or on a continuing basis to make any such investigation or any such appraisal on behalf of Assignee or to provide Assignee with any credit or other information with respect thereto, whether coming into its possession before the making of the Loans or at any time or times thereafter and shall further have no responsibility with respect to the accuracy of, or the completeness of, any information provided to Assignee, whether by Assignor or by or on behalf of any Credit Party.

(c) ANY DISPUTE BETWEEN ASSIGNOR AND ASSIGNEE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS ASSIGNMENT AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

(d) No term or provision of this Assignment may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties to this Assignment.


(e) This Assignment may be executed in one or more counterparts, each of which shall be an original but all of which, taken together, shall constitute one and the same instrument.

(f) This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither of the parties hereto may assign or transfer any of its rights or obligations under this Assignment without the prior consent of the other party.

(g) All representations and warranties made herein and indemnities provided for herein shall survive the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as the date first above written.

Bank of America, N.A.,
as Assignor

By 
Print Name JOHN W MUNDSTOCK
Its SVP

Cole Taylor Bank,
as Assignee

By _____
Ellen T. Cook, Senior Vice President

Consented and agreed to this 20th day of February, 2009

BENICK BRANDS CP, LLC
a Connecticut limited liability company

By: _____
Print Name: _____
Title: _____

WESTERN ORGANICS, INC.
an Arizona corporation

By: _____
Print Name: _____
Title: _____

GRO-WELL BRANDS, INC.
a Delaware corporation

By: _____
Print Name: _____
Title: _____

GRO-WELL BRANDS CP, INC.
a Delaware corporation

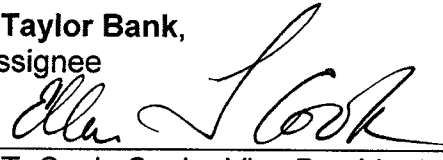
By: _____
Print Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as the date first above written.

Bank of America, N.A.,
as Assignor


By _____
Print Name _____
Its _____

Cole Taylor Bank,
as Assignee


By 
Ellen T. Cook, Senior Vice President

Consented and agreed to this 20th day of February, 2009


BENICK BRANDS CP, LLC
a Connecticut limited liability company

By: 
Print Name: ALAN LANGDON
Title: CEO


WESTERN ORGANICS, INC.
an Arizona corporation

By: 
Print Name: ALAN LANGDON
Title: CEO

GRO-WELL BRANDS, INC.
a Delaware corporation

By: 
Print Name: ALAN LANGDON
Title: CEO

GRO-WELL BRANDS CP, INC.
a Delaware corporation

By: 
Print Name: ALAN LANGDON
Title: CEO

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as the date first above written.

Bank of America, N.A.,
as Assignor


By _____
Print Name _____
Its _____

Cole Taylor Bank,
as Assignee


By _____
Ellen T. Cook, Senior Vice President

Consented and agreed to this 20th day of February, 2009


BENICK BRANDS CP, LLC
a Connecticut limited liability company

By: 
Print Name: ALAN LANGER
Title: CEO


WESTERN ORGANICS, INC.
an Arizona corporation

By: 
Print Name: ALAN LANGER
Title: CEO

GRO-WELL BRANDS, INC.
a Delaware corporation

By: 
Print Name: ALAN LANGER
Title: CEO

GRO-WELL BRANDS CP, INC.
a Delaware corporation

By: 
Print Name: ALAN LANGER
Title: CEO