

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liquid Fence, Inc.		03/31/2010	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Liquid Holding Company, Inc.		
Street Address:	Box 300		
City:	Brodheads ville		
State/Country:	PENNSYLVANIA		
Postal Code:	18322		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77342972	ECOLOGIC	
CORRESPONDENCE DATA			
Fax Number:	(215)851-1420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-851-8100		
Email:	mfrederick@reedsmith.com, karmellino@reedsmith.com		
Correspondent Name:	Matthew P. Frederick		
Address Line 1:	1650 Market Street		
Address Line 2:	2500 One Liberty Place		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	08-40047-US		
NAME OF SUBMITTER:	Matthew P. Frederick		
Signature:	/Matthew P. Frederick/		
Date:	05/26/2010		

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Total Attachments: 1
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TRADEMARK
REEL: 004213 FRAME: 0553

TRADEMARK ASSIGNMENT

This Trademark Assignment made as of this 31st day of March, 2010, by and between Liquid Fence, Inc., a Pennsylvania corporation at Box 300, Brodheadsville, PA 18322 (the "Assignor"), and Liquid Holding Company, Inc., a Delaware corporation at Box 300, Brodheadsville, PA 18322 (the "Assignee");

WITNESSETH THAT

WHEREAS, the Assignor has adopted and is using in its business the mark ECOLOGIC (the "Mark") in connection with plant growth stimulants, and is the owner of all right, title and interest in and to the Mark and U.S. Trademark Application, Serial No. 77/342,972 (collectively "Trademark Rights");

WHEREAS, the Assignee is desirous of acquiring the Trademark Rights owned by Assignor, along with any and all goodwill associated therewith;

NOW THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound, hereby agree as follows:

1. Assignor sells, assigns, and transfers to Assignee the Assignor's entire right, title and interest in and to the Trademark Rights, together with the goodwill associated therewith, and any and all past, present and future causes in action related to the Trademark Rights, which rights shall be held and enjoyed by Assignee for its own use and on its own behalf and inure to the benefit of the Assignee, its successors and assigns.
2. Upon request, Assignor further agrees to execute such additional documents as may be required to effect the foregoing and for recording purposes, including but not limited to recordation in the United States Patent and Trademark Office, in connection with the transfer of ownership of the Trademark Rights referred to above.
3. The validity, performance, construction and effect of this Trademark Assignment shall be governed by the substantive laws of the Commonwealth of Pennsylvania.

IN WITNESS THEREOF, the Assignor and the Assignee have caused this Assignment Agreement to be executed by their duly authorized representatives as of the date first written above.

LIQUID FENCE, INC.

LIQUID HOLDING COMPANY, INC.

By: [Signature]

By: Edward P. Abraham

Title: President of Operations

Title: President / CEO