

11-18-1998



100901519

Original documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):
ORSCHL FARM AND HOME SUPPLY INC.
339 N. WILLIAMS
MOBERLY, MISSOURI, 65270

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State DELAWARE
 Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: ORSCHL FARM AND HOME L.L.C.

Internal Address: ORSCHL MANAGEMENT CO

Street Address: 2000 US HWY 63 SOUTH

City: MOBERLY State: MO ZIP: 65270

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____ U.S. Patent & TMO/c/TM Mail Rcpt Dt. #64
 Other Missouri Limited Liability Company

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 16 OCTOBER 1998

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

Additional numbers

B. Trademark Registration No.(s)

1,804,931
1,808,187
1,814,252

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: MICHAEL K. BOYER

Internal Address: CHIEF PATENT COUNSEL
ORSCHL MANAGEMENT CO

Street Address: 2000 US HWY 63 SOUTH

City: MOBERLY State: MO ZIP: 65270

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41):.....\$ \$40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
15-0680

11/17/1998 DNGUYEN 00000192 150680 1804931

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 50.00 CH

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

MICHAEL K. BOYER Michael Boyer 16 OCTOBER 1998
Name of Person Signing Signature Date

**--SERVICE MARK--
ASSIGNMENT**

WHEREAS, ORSCHELN FARM AND HOME SUPPLY INC. a corporation organized and existing under the laws of the State of Delaware and having a place of business at 339 N. Williams, Moberly, Missouri, 65270, (hereinafter referred to as "**Assignor**"), and;

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned, do hereby:

1) Effective March 1, 1997 irrevocably SELL, ASSIGN AND TRANSFER in perpetuity to ORSCHELN FARM AND HOME L.L.C. (hereinafter referred to as the "**Assignee**"), a Missouri Limited Liability Company and having a place of business at 2000 US Hwy 63 South, Moberly, Missouri, 65270, the entire right, title and interest for the United States and all non-U.S. countries including any modifications, extensions or renewals thereof in the following registered U.S. Service Marks:

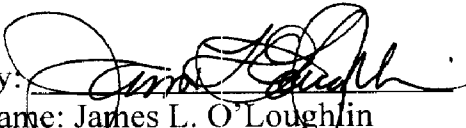
<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
74-352,199	January 25, 1993	1,804,931	November 16, 1993
74-352,200	January 25, 1993	1,808,187	November 30, 1993
74-378,067	April 12, 1993	1,814,252	December 28, 1993

2) AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and non-U.S. service or trade mark registrations granted on the previously identified service marks registered to the Assignee;

3) WARRANT AND REPRESENT, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to validity or enforcement of the assigned Service Marks; and generally do everything possible which the Assignee shall consider desirable for securing, maintaining and enforcing proper protection for such Service Marks, and; that the assigned Service Marks are conveyed to Assignee free of any encumbrances or liens.

4) ALL OBLIGATIONS HEREUNDER TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

ORSCHELN FARM AND HOME SUPPLY INC.

By: 
Name: James L. O'Loughlin
Title: Senior Vice-President and General Counsel
Date: 10/16/98