

11-12-1999

Docket No.: FH002-ITU

FORM PT J-1594 (Modified)
(Rev. 6-93)
OMB No. 065.-0011 (exp 4/94)
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SM05/REV02



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SHEET

U.S. DEPARTMENT OF COMMERCE

NLY

Patent and Trademark Office

Tab settings

10/29/99

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ORSHELN FARM AND HOME SUPPLY CO., INC.

- Individual(s)
- General Partnership
- Corporation-State DELAWARE
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: OCTOBER 26, 1999

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

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

Internal Address: ORSHELN 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
- 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

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

A. Trademark Application No.(s)

B. Trademark Regis

1,336,043
(Orscheln)



10-29-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #64

Additional numbers

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

ORSHELN MANAGEMENT CO

Street Address: 2000 US HWY 63 SOUTH

City: MOBERLY State: MO ZIP: 65270

6. Total number of applications and registrations involved:.....



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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

15-0680 (Orscheln Management Co.)

11/10/1999 JSHABAZZ 00000008 150680 1336043

DO NOT USE THIS SPACE

FC:481 40.00 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

Name of Person Signing

Signature

OCTOBER 26, 1999

Date

TRADEMARK

REEL: 001987 FRAME: 0273

**--SERVICE MARK--
ASSIGNMENT**

WHEREAS, ORSCHELN FARM AND HOME SUPPLY CO., 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, 1999 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 Mark:


<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
73-460674	January 13, 1984	1336043	May 14, 1985

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 Mark; and generally do everything possible which the Assignee shall consider desirable for securing, maintaining and enforcing proper protection for such Service Mark, and; that the assigned Service Mark 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 CO., INC.

By: 
Name: James L. O'Loughlin
Title: Senior Vice-President and General Counsel
Date: October 26, 1999