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U.S. Patent & TMOfr/TM Mail Rcpt Dt. #57

1-8-01 RECORDAT TRADE

01-26-2001



101594817

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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 & HOME SUPPLY CO., INC.**  
**P.O. BOX 698**  
**339 N. WILLIAMS**  
**MOBERLY, MISSOURI 65270**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State MISSOURI  
 Other \_\_\_\_\_

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

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

Name: ORSHELN FARM & HOME LLC  
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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: JANUARY 04, 2001

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

|                                 |   |
|---------------------------------|---|
| A. Trademark Application No.(s) | B. Trademark Registration No.(s)                                    |
|                                 | 1,336,043<br>(May 14, 1985)   |
| Additional numbers              | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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:..... 1

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

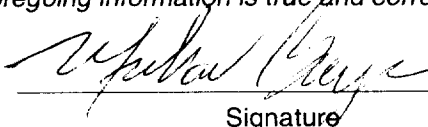
Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
15-0680 (Orscheln Management Co)

01/25/2001 DNGUYEN 00000174 150680 1336043  
01 FC:481 40.00 CH

DO NOT USE THIS SPACE

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                                            JANUARY 04, 2001  
Name of Person Signing                      Signature                      Date

TRADEMARK REEL: 002220 FRAME: 0455

**--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:

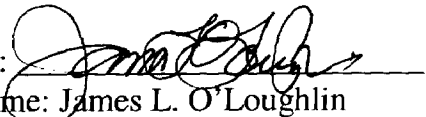
| <u>SERIAL NO.</u> | <u>FILING DATE</u> | <u>REG. NO.</u> | <u>REG. DATE</u> |
|-------------------|--------------------|-----------------|------------------|
| 460,674           | January 13, 1984   | 1,336,043       | May 14, 1985     |

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 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: January 4, 2001