

02-01-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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101967362

U.S. DEPARTMENT OF COMMERCE  
U.S. 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):  
**Fleet Capital Corporation**  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other 1.18.02  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: **Pursell Industries, Inc.**  
Internal Address: \_\_\_\_\_  
Street Address: **201 West Fourth Street**  
City: **Sylacauga** State: **AL** Zip: **35150**  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **Delaware**  
 Other \_\_\_\_\_  
assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other **Trademark Transfer & Assignment**  
Execution Date: **December 17, 2001**

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
**see attachment**  
Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: **51**

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Seth Traxler, Esq.**  
Internal Address: **Kirkland & Ellis**  
Street Address: **200 East Randolph Drive**  
**Suite 5300**  
City: **Chicago** State: **IL** Zip: **60601**

7. Total fee (37 CFR 3.41).....\$ **1290.00**  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
**22-0440**  
(Attach duplicate copy of this page if paying by deposit account)

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.*  
**Seth Traxler**      *Seth Traxler*      **January 18, 2002**  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: **9**  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01/31/2002 6TON11 00000253 2263632  
01 FC:481 40.00 OP  
02 FC:482 1250.00 OP

TRADEMARK  
REEL: 002427 FRAME: 0771

SCHEDULE A

**PURSELL INDUSTRIES, INC.**

Trademarks

<b>Trademark Name</b>	<b>Registration Number</b>	<b>Registered Owner</b>
100 Plus	2263632	Pursell Industries, Inc.
3 Plus 3	2248315	Pursell Industries, Inc.
Better Lawns	1548755	Pursell Industries, Inc.
Bloom-N-Grow	2241273	Pursell Industries, Inc.
Crab-Ex	2364954	Pursell Industries, Inc.
Formula 101	2384747	Pursell Industries, Inc.
Formula 102	2384748	Pursell Industries, Inc.
Formula 103	2386991	Pursell Industries, Inc.
Formula 104	2384750	Pursell Industries, Inc.
Formula 105	2386995	Pursell Industries, Inc.
Formula 106	2384749	Pursell Industries, Inc.
Formula 107	2384746	Pursell Industries, Inc.
Garden Science	2044806	Pursell Industries, Inc.
InstaGreen	593762	Pursell Industries, Inc.
MasterGreen	718871	Pursell Industries, Inc.
Mum Booster	2285056	Pursell Industries, Inc.
No Mix! No Mess!	2233079	Pursell Industries, Inc.
Pansy Booster	2279215	Pursell Industries, Inc.
Phertilizer	1796668	Pursell Industries, Inc.
Smart Soil	2298646	Pursell Industries, Inc.
Smart Soil Plus	2258003	Pursell Industries, Inc.
Sta-Green	2304658	Pursell Industries, Inc.
Sta-Green II	1813279	Pursell Industries, Inc.

Super 150	2311601	Pursell Industries, Inc.
The Easy Way to a Beautiful Lawn & Garden	2357977	Pursell Industries, Inc.
Tri-Mix	2364955	Pursell Industries, Inc.
200 Plus	2329399	Pursell Industries, Inc.
Fertilizers of the Future	1896721	Pursell Industries, Inc.
Greens in 3 Days, Feeds for 3 Months	2263631	Pursell Industries, Inc.
Aquaguard	2364953	Pursell Industries, Inc.
Tee-Green	842707	Pursell Industries, Inc.
Unipel	766154	Pursell Industries, Inc.

**Trademark Applications**

<b>Trademark Name</b>	<b>Serial Number</b>	<b>Applicant</b>
America's Best Value For All Your Lawn and Garden	75-876674	Pursell Industries, Inc.
Annual Booster	75-575466	Pursell Industries, Inc.
Colorburst	75-511996	Pursell Industries, Inc.
Colorburst	75-576960	Pursell Industries, Inc.
Crab-Guard	75-607239	Pursell Industries, Inc.
Enviro Coir	75-575465	Pursell Industries, Inc.
Insect-Guard	75-607241	Pursell Industries, Inc.
Last Bite	75-511995	Pursell Industries, Inc.
Plant Smart	75-607240	Pursell Industries, Inc.
Composite Timed Release	76-153503	Pursell Industries, Inc.
CTR	76-153517	Pursell Industries, Inc.
America's Groundskeeper MBO	76-014207	Pursell Industries, Inc.
Ironizer	75-673453	Pursell Industries, Inc.
Iron Max	76-087231	Pursell Industries, Inc.

Moss-Ex	75-874690	Pursell Industries, Inc.
Pour & Feed	75-749610	Pursell Industries, Inc.
Rose Booster	74-607247	Pursell Industries, Inc.
Super Color Formula	75-874745	Pursell Industries, Inc.
Flower Booster	75-607244	Pursell Industries, Inc.

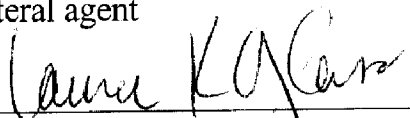
**TRADEMARK TRANSFER AND ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned, **FLEET CAPITAL CORPORATION**, a Rhode Island corporation, as collateral agent ("Assignor"), does hereby sell, assign, transfer and convey to **PURSELL INDUSTRIES, INC.**, a Delaware corporation ("Assignee"), **without any representation or warranty by, or recourse to**, Assignor, all right, title and interest of Assignor in and to the trademarks listed on Schedule A attached hereto, arising under that certain Trademark Security Agreement, dated November 30, 2000, between Assignee and Assignor (as at any time amended, the "Trademark Security Agreement"), recorded December 5, 2000, on Reel No. 2182, Frame 932, United States Patent and Trademark Office, together with the goodwill of the business symbolized by the marks.

This Assignment intended to operate as a release of all liens and security interests conveyed by Assignee to Assignor pursuant to the terms of that certain Trademark Security Agreement, and to reassign to Assignee all of Assignor's right, title, and interest acquired pursuant to the terms of such Trademark Agreement.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be signed and sealed by its duly authorized officers, on December 17, 2001.

**FLEET CAPITAL CORPORATION,**  
as collateral agent

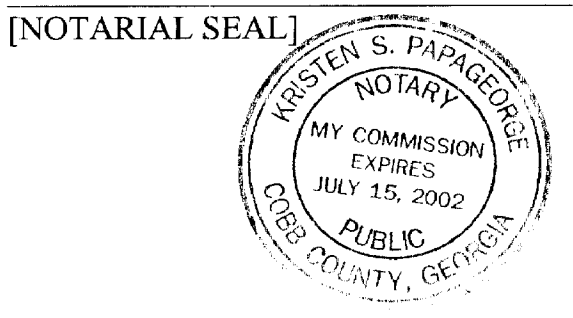
By: 

Title: Vice President

STATE OF Georgia )  
 )  
COUNTY OF Cobb )

BEFORE ME, the undersigned, a Notary Public in and for the county aforesaid, on this 17 day of Dec., 2001, personally appeared Laura K. Glass, to me known personally, and who, being by me duly sworn, deposes and says that ~~she~~ is the Vice President of FLEET CAPITAL CORPORATION, a Rhode Island corporation, and that said instrument was signed by ~~him~~ on behalf of said corporation by authority of its Board of Directors, and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

Kristen S. Papageorge  
Notary Public  
Executed on 12/17/01  
My Commission Expires: 7/15/02



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