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

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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): Pursell Industries, Inc. 1.18.08 Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: United Industries Corp. Internal Address: Street Address: 8825 Page Avenue City: St. Louis State: MO Zip: 63114 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other If 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 Execution Date: December 14, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Attached Schedule B. Trademark Registration No.(s) See Attached Schedule Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 77

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 E. Randolph Drive, Suite 5300 City: Chicago State: IL Zip: 60601

7. Total fee (37 CFR 3.41): \$ 1,940.00 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 Name of Person Signing Signature January 18, 2002 Date

01/31/2002 BT0N11 00000257 2263632 40.00 OP 02 FC:481 1900.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 2429 FRAME: 0669

**SCHEDULE A****U.S. TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Mark</b>
2,263,632	100 Plus
2,329,399	200 Plus
2,248,315	3 Plus 3
2,046,768	Acidizer
2,486,382	America's Best Value For All Your Lawn And Garden Needs
2,435,703	Annual Booster
2,364,953	Aquaguard
1,781,992	Atlanta Turf Special
1,548,755	Better Lawns
1,657,901	Bloom Start
2,241,273	Bloom-N-Grow
1,287,510	Bulb Booster
1,270,432	Bulb Booster
1,903,304	Caladium Booster
2,003,574	Carolina Special
2,405,203	Colorburst
2,364,954	Crab-Ex
1,508,732	Easylime
1,679,773	Flower Power
2,384,747	Formula 101
2,384,748	Formula 102
2,386,991	Formula 103
2,384,750	Formula 104
2,386,995	Formula 105
2,384,749	Formula 106
2,384,746	Formula 107
2,044,806	Garden Science
1,514,215	Goal Line
2,263,631	Greens in 3 Days, Feeds for 3 Months
1,455,964	Greenskote
2,046,754	Greystone
1,427,065	InstaGreen
2,453,563	Last Bite
1,508,729	MasterGreen

<b>Trademark No.</b>	<b>Mark</b>
2,285,056	Mum Booster
2,233,079	No Mix! No Mess!
1,123,884	Nursery Special
2,279,215	Pansy Booster
1,240,749	Parker's
1,796,668	Perennial Booster
1,724,786	Phertilizer
773,054	Rocket
1,114,763	Seed & Sod
2,298,646	Smart Soil
2,258,003	Smart Soil Plus
847,806	Soilife
834,914	Sta-Green
2,304,658	Sta-Green
686,131	Sta-Green (and design)
807,450	Sta-Green (and design)
1,960,689	Summer Green
2,311,601	Super 150
1,539,907	Supreme Green (and design)
842,707	Tee-Green
1,775,662	Texas Turf
2,357,977	The Easy Way to a Beautiful Lawn & Garden
2,364,955	Tri-Mix
1,426,130	Tulip (design)
766,154	Unipel
525,504	Vertagreen
2,079,948	White House

**SCHEDULE B****U.S. TRADEMARK APPLICATIONS**

<b>Application No.</b>	<b>Mark</b>
76/014,207	America's Groundskeeper
75/511,996	Colorburst
76/279,796	Colorcote
76/153,503	Composite Timed Release
75/607,239	Crab-Guard
76/153,517	CTR
75/575,465	Enviro Coir
76/305,673	Florida Turf
75/607,244	Flower Booster
76/087,231	Iron Max
76/288,348	Moisture Monitor
75/874,690	Moss-Ex
75/749,610	Pour & Feed
75/607,247	Rose Booster
75/874,745	Super Color Formula
76/305,669	Super Green Turf

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of December 14, 2001 ("Effective Date") by and between Pursell Industries, Inc., a Delaware corporation, with its principal office at 201 West Fourth Street, Sylacauga, Alabama 35150 ("Assignor"), and United Industries Corp., a Delaware corporation, with its principal office at 8825 Page Ave., St. Louis, Missouri 63114 ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated December 10, 2001 (the "Agreement"); and

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, in each case, together with all goodwill associated therewith, (collectively, the "Marks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Marks.

Assignor shall execute and deliver any other documentation reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede, and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants, and obligations of the parties contained in the Agreement or the survival thereof.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

PURSELL INDUSTRIES, INC.

UNITED INDUSTRIES CORP.

Joseph M. Pascoe II

[Signature]

Name: Joseph M. Pascoe II

Name: Daniel J. Johnston

Title: V.P. Corporate Development

Title: EVP & CFO

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 14 day of December, 2001, there appeared before me Joseph M. Pascoe II personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Pursell Industries, Inc.

**"OFFICIAL SEAL"**  
Mary E. Keleher  
Notary Public, State of Illinois  
My Commission Expires May 17, 2004

Mary E. Keleher  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 14 day of December, 2001, there appeared before me Daniel J. Johnston personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of United Industries Corp.

Mary E. Keleher  
Notary Public

**"OFFICIAL SEAL"**  
Mary E. Keleher  
Notary Public, State of Illinois  
My Commission Expires May 17, 2004

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