



Form PTO-1594  
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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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): 1-18-02  
**BFC Acquisition Corporation**

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: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: **8825 Page Avenue**  
City: **St. Louis** State: **MO** Zip: **63114**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **December**  
 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)  
76/215274; 75/874692; 75/829261;  
75/829745

B. Trademark Registration No.(s)  
**0674054; 2412440; 2404259; 2406222;**  
**2410618; 2406243**

Additional number(s) attached  Yes  No

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**

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ **265.00**

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                                           January 18, 2002  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 5

01/31/2002 6TON11 00000258 76215274  
01 FC:481 40.00 OP  
02 FC:482 225.00 OP

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

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of December 14, 2001 ("Effective Date") by and between BFC Acquisition Corporation, a California 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, and 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.

BFC ACQUISITION CORPORATION

UNITED INDUSTRIES CORP.

Joseph M. Pascoe II

[Signature]

Name: Joseph M. Pascoe II

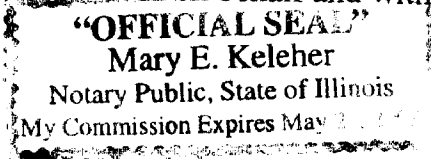
Name: Daniel J Johnston

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 BFC Acquisition Corporation.

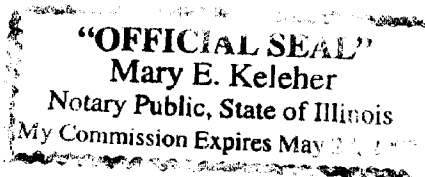


Mary E. Keleher  
Notary Public

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



**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Mark</b>
674,054	Bandini
2,412,440	Gro-Rite
2,404,259	Maxi-Iron
2,406,222	Super Blade
2,410,618	Super Green
2,406,243	Super Plush

**SCHEDULE B**

**U.S. TRADEMARK APPLICATIONS**

<b>Application No.</b>	<b>Mark</b>
76/215,274	Bandini Horticulture
75/874,692	Drought Buster
75/829,261	Pro Choice
75/829,745	Turf Green