

02-05-2002

Docket No.: OFH-DYNA

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FORM PTO-1594 (Modified) (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) Copyright 1994-97 LegalStar TM05/REVC2



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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

1. Name of conveying party(ies):

QUALITY STORES, INC.
COUNTRY GENERAL, INC.

1. 23.02

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

- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 11, 2002

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

Name: ORSCHELN SUPPLY LLC

Internal Address: ORSCHELN 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 No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

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

A. Trademark Application No.(s)

02/04/2002 GTON11 00000085 1098287

01 FC:481
02 FC:482

40.00 DP
150.00 DP

Additional numbers

B. Trademark Registration No.(s)

<u>1098287</u>	1888341	1904223
1658439	1885927	
1211143	1885926	

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

ORSCHELN MANAGEMENT CO

Street Address: 2000 US HWY 63 SOUTH

City: MOBERLY State: MO ZIP: 65270

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

7

7. Total fee (37 CFR 3.41):.....\$ 200.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

15-0680 (Orscheln)

Repln. Ref: 02/04/2002 GTON11 0010021100
DA#: 150680 Name/Number: 1098287
FC: 704 \$10.00 CR

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

Name of Person Signing

Signature

18 JAN 2002

Date

TRADEMARK

REEL: 002436 FRAME: 0626

JAN. 11 '2002 14:03 231 798 0134

QUALITY STORES

001

#7324 P.002/007



01-23-2002

U.S. Patent & TMO/TM Mail Rpt Dt. #26

ASSIGNMENT

This ASSIGNMENT ("Assignment") made and effective this 11th day of January 2002 among Quality Stores, Inc., a Delaware Corporation and Country General, Inc., a Delaware Corporation (hereinafter collectively referred to as "Assignor"), and Orscheln Supply LLC, a Missouri Limited Liability Company ("Assignee"), having a place of business at 2000 US Hwy 63 South, Moberly, Missouri 65270.

WHEREAS, Assignor owns and has used, or is using, the trademarks listed in the attached Exhibit (the "Marks") in the United States,

WHEREAS, Assignor owns certain copyrightable subject matter in print and electronic form including but not limited to graphics, labels, advertisements and signage as well as trade dress used in connection with marketing, selling and otherwise promoting products associated the Marks,

WHEREAS, Assignor owns certain goodwill associated with the Marks.

WHEREAS, on November 01, 2001 Assignor filed a voluntary petition pursuant to Title 11 of the United States Code, 11 USC section 101 et seq., as amended in the United States Bankruptcy Court for the Western District of Michigan,

WHEREAS, Assignor operates retail stores doing business under the name Country General and/or Quality Stores and employs the Marks and aforementioned copyrightable subject matter, trade dress and goodwill in its business,

WHEREAS, Assignee is desirous of acquiring the Marks and all rights therein, including copyrightable subject matter, trade dress and the goodwill of the business associated therewith, as well as the U.S. Federal and any state and corresponding foreign registrations identified therefore.

NOW, THEREFORE, in consideration of recitals hereinabove set forth, and for other good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged, and intending to be legally bound, Assignor hereby conveys, transfers, and assigns to Assignee all its rights, title, and interest in and to the Marks and the U.S. federal registrations and any applications therefore, together with any copyrightable subject matter, trade dress and the goodwill of the business symbolized thereby, as well as any corresponding state and foreign trademark applications and registrations.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Marks. To the knowledge of Assignor, (a) there are no past infringing uses of the Marks or uses that dilute the Marks, (b) Assignor has good and valid title to the Marks, including the registrations therefor, (c) Assignor has full right to convey the entire interests herein assigned and has not executed, and will not execute, any agreements inconsistent herewith, (d) the Marks in each case are free and clear of all liens, licenses expressed or implied or any encumbrances whatsoever, (e) the Marks are valid and enforceable, that all renewals and statements of use have been timely filed, and that no action suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed, commenced or threatened against any of the Marks.

Assignor warrants that it has all requisite power and authority to execute and deliver this Assignment.

This Assignment shall be binding on the parties hereto, their successors and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue registrations on trademark and service mark applications, to issue any and all Certificates of Registration on said applications, and on any renewal applications therefore to Assignee.

The undersigned hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

Signatures On Following Two (2) Pages

In witness whereof, the Assignors and Assignee has executed this Assignment.

On behalf of QUALITY STORES, INC. A Delaware Corporation
(Assignor)

By: P. D. Fitzsimmons

Printed Name: Peter D. Fitzsimmons

Title: Chief Executive Officer
(officer)

State of Michigan)
County of Muskegon) ss.

Sworn to and subscribed before me this 11th day of January, 2002.

Samantha Hylland
Notary Public,
Muskegon County, State of Michigan
My Commission Expires: 11/27/05

(seal)

SAMANTHA HYLLEND
NOTARY PUBLIC STATE OF MICHIGAN
MUSKEGON COUNTY
MY COMMISSION EXP. JAN. 27 2005

On behalf of COUNTRY GENERAL, INC. A Delaware Corporation
(Assignor)

By: P. D. Fitzsimmons

Printed Name: Peter D. Fitzsimmons

Title: Chief Executive Officer
(officer)

State of Michigan)
County of Muskegon) ss.

Sworn to and subscribed before me this 11th day of January, 2002.

Samantha Hylland
Notary Public,
Muskegon County, State of Michigan
My Commission Expires: 01/27/05

(seal)

SAMANTHA HYLLEND
NOTARY PUBLIC STATE OF MICHIGAN
MUSKEGON COUNTY
MY COMMISSION EXP. JAN. 27 2005

Accepted by ORSCHELN SUPPLY LLC a Missouri Limited Liability Company:
(Assignee)

By: [Signature]
Printed Name: STANLEY G. O'LOUGHLIN
Title: SRUP
(officer)

State of Missouri
County of Randolph

)
} ss.

Sworn to and subscribed before me this 11th day of January, 2002.

[Signature]
Notary Public, Joyce Wilson
Monroe County, State of Missouri
My Commission Expires: 7/11/04

(seal)

JOYCE WILSON
Notary Public - State of Missouri
Monroe County
My Commission Expires July 11, 2004

EXHIBIT

MARK	SERIAL NUMBER	US REGISTRATION NUMBER
DYNA-GRO	73/143323	1098287
DYNA-GRO	74/104181	1858439
DYNA-GRO	73/261181	1211143
DYNA-Start Hero	74/518085	1888341
DYNA-Start Mega	74/516822	1885927
DYNA-Start Truck	74/516750	1885926
DYNA Power	74/510865	1904223