



02-05-2002

Docket No.: OFH-DYNA

01-29-2002

U.S. Patent & TMO/TM Mail Rpt Dt. #22



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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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101972206

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**ORSCHELN SUPPLY LLC**

1-29-02

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other Missouri Limited Liability Company

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

3. Nature of conveyance:

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

Execution Date: January 22 and 23, 2002

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

Name: ORSCHELN FARM AND HOME 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  N  
(Designations must be a separate document from  
Additional name(s) & address(es)                       Yes  N

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

A. Trademark Application No.(s)

02/04/2002 GTON11 00000156 1098287  
01 FC:481 40.00 DP  
02 FC:482 150.00 DP

Additional numbers

B. Trademark Registration No.(s)

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

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 Management Co)

Repln. Ref: 02/04/2002 GTON11 0011352900  
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                                           25 JANUARY 2002  
Name of Person Signing                      Signature                      Date

**TRADEMARK**

REEL: 002437 FRAME: 0264

## ASSIGNMENT

This ASSIGNMENT ("Assignment") made and effective this 18<sup>th</sup> day of January 2002 between ORSCHELN SUPPLY LLC, a Missouri Limited Liability Company (hereinafter referred to as "Assignor"), and ORSCHELN FARM AND HOME 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, 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 therefore, (c) Assignor has full right to convey the entire interests herein assigned, and that it 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 to the knowledge of Assignor, 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.

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**Signatures On Following Page**

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

On behalf of **Orscheln Supply LLC** A Missouri Limited Liability Company  
(Assignor)

By: *Linda M. Mustoe*

Printed Name: Linda M. Mustoe

Title: Vice President  
(officer)

State of Missouri )  
County of Randolph ) ss.

Sworn to and subscribed before me this 22nd day of January, 2002.

*M. Serraine McCully*  
Notary Public,

(seal) Randolph County, State of Missouri  
My Commission Expires: January 10, 2004

Accepted by **Orscheln Farm and Home LLC** a Missouri Limited Liability Company:  
(Assignee)

By: *James L. O'Loughlin*

Printed Name: James L. O'Loughlin

Title: Sr. Vice President  
(officer)

State of Missouri )  
County of Randolph ) ss.

Sworn to and subscribed before me this 23rd day of January, 2002.

*M. Serraine McCully*  
Notary Public,

(seal) Randolph County, State of Missouri  
My Commission Expires: January 10, 2004

EXHIBIT

MARK	SERIAL NUMBER	US REGISTRATION NUMBER
DYNA-GRO	73/143323	1098287
DYNA-GRO	74/104181	1658439
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