

05-07-2002



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

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

<p>1. Name of conveying party(ies): Eagle Hardware &amp; Garden, Inc.</p> <p><i>4-29-02</i></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State Washington  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>LF, LLC</u>  Internal Address: _____  Street Address: <u>2601 Annand Drive, Suite 17</u>  City: <u>Wilmington</u> State: <u>DE</u> Zip: <u>19808</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>March 20, 2002</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p> <p>Reg. No. <u>2,016,615</u>  Reg. No. <u>2,295,899</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Brian M. Davis, Esq.</u>  Internal Address: <u>Alston &amp; Bird LLP</u>  <u>Bank of America Plaza</u>  Street Address: <u>101 S. Tryon Street,</u>  <u>Suite 4000</u>  City: <u>Charlotte</u> State: <u>NC</u> Zip: <u>28280</u></p>	<p>6. Total number of applications and registrations involved: <u>2</u></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>65.00</u></p> <p><input checked="" type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:  <u>16-0605</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.*

Brian M. Davis      *[Signature]*      4-2-02  
Name of Person Signing      Signature      Date

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

05/07/2002 TDIAZI 00000046 2016615

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

01 FC:481 40.00 DP  
02 FC:482 25.00 DP

TRADEMARK  
REEL: 2499 FRAME: 0887

## SERVICE MARK ASSIGNMENT

WHEREAS, *Eagle Hardware & Garden, Inc.*, a Washington corporation, having a principal place of business at 981 Powell Avenue, S.W., Renton, Washington 98055, (hereinafter referred to as "ASSIGNOR"), is the exclusive and record owner of the entire right, title and interest in and to the following Service Marks and the corresponding United States Service Mark Registrations therefor:

Mark: **EAGLE HARDWARE & GARDEN & Design**  
Reg. No.: 2,016,615  
Registered: November 19, 1996  
Int. Class: 42

Mark: **MORE OF EVERYTHING**  
Reg. No.: 2,295,899  
Registered: November 30, 1999  
Int. Class: 35

WHEREAS, LF, LLC, a Delaware corporation, having a principal place of business at 2601 Annand Drive, Suite 17, Wilmington, Delaware 19808 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the above-identified service marks and the corresponding United States Service Mark Registrations therefor;

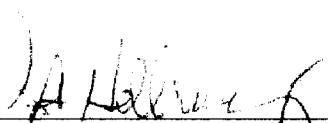
NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and sell unto said ASSIGNEE the entire right, title and interest in and to the above-identified marks and the corresponding United States Service Mark Registrations therefor, together with the goodwill of the business appurtenant to and symbolized by said marks, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and

entirely as the same would have been held by ASSIGNOR had this transfer, assignment and sale not been made.

ASSIGNOR hereby warrants and covenants that it has the full power and authority to convey the rights, title and interests herein assigned, transferred and sold to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Assignment to be executed by its duly authorized officer as of the 20 day of MARCH, 2002.

EAGLE HARDWARE & GARDEN, INC.

  
\_\_\_\_\_  
By: Stephen A. Hellrung  
Title: Senior Vice-President/Assistant Secretary

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CLT01/4521288v1