



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

102229148 TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies):

Lowe's HIW, Inc.

9.19.02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Washington Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: LF, LLC

Internal

Address:

Street Address: 2601 Annand Drive, Suite 17

City: Wilmington State: DE Zip: 19808

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State

Other Limited Liability Company of Delaware

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: June 28, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Reg. No. 2,016,615

Reg. No. 2,295,899

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian M. Davis, Esq.

Internal Address: Alston & Bird LLP

Bank of America Plaza

Street Address: 101 S. Tryon Street

Suite 4000

City: Charlotte State: NC Zip: 28280

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

16-0605

(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.

Brian M. Davis

Name of Person Signing

Signature

9-12-02

Date

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

09/23/2002 GT0M11 00000017 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 02 FC:482

40.00 DP 25.00 DP

SERVICE MARK ASSIGNMENT

WHEREAS, *Lowe's HIW, Inc.*, a Washington corporation, having a principal place of business at 101 Andover Park E. Suite 200 Tukwila, WA 98188 (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 limited liability company, 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;

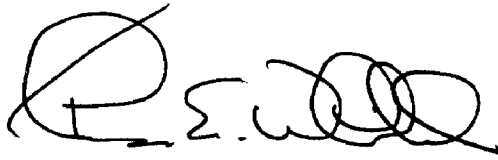
NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and sell unto said ASSIGNEE the entire right, title and interest in and to the above-identified marks and the corresponding United States Service Mark 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 28 day of June, 2002.

LOWE'S HIW, INC.



By:
Title:

040472-203461
CLT01/4521288v2