

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

09-23-2002



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office

OFFICE OF TRADEMARK
702 SEP 19 AM 8:44
FINANCE SECTION

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 9.19.02

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

09/23/2002 BT0N11 00000016 2016615

FOR OFFICE USE ONLY

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

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 2586 FRAME: 0478

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,016,615"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,295,899"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

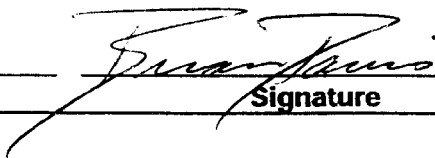
No

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. Charges to deposit account are authorized, as indicated herein.

Brian M. Davis

Name of Person Signing



Signature

9-12-02

Date Signed

Continuation:

Receiving Party:

Eagle Hardware & Garden, Inc., a Washington corporation,

Changed its name to the following which is the “surviving corporation”:

**Lowe’s HIW, Inc., a Washington corporation,
101 Andover Park E., Suite 200
Tukwila, Washington 98188**

STATE of WASHINGTON



SECRETARY of STATE

I, **RALPH MUNRO**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

ARTICLES OF MERGER

to

EAGLE HARDWARE & GARDEN, INC.

a Washington Profit corporation,

were filed for record in this office on the date indicated below.

Merging LOWE'S H I W, INC. into EAGLE HARDWARE & GARDEN, INC.; and
Changing name to LOWE'S HIW, INC.

UBI Number: 601 213 703

Date: July 27, 2000



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

A handwritten signature in black ink, appearing to read "Ralph Munro".

Ralph Munro, Secretary of State
2-419932-5

210-1603, 0
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FILED 07/27/2000 - 151010
160.00 OF 07/27/2000
BOOK - 07/27/2000 - 000417

ARTICLES AND PLAN OF MERGER

OF

LOWE'S H I W, INC.

AND

EAGLE HARDWARE & GARDEN, INC.

FILED
STATE OF WASHINGTON

JUL 27 2000

RALPH MUNRO
SECRETARY OF STATE

To the Secretary of State
State of Washington

Pursuant to the provisions of the Washington Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

1. The following is the Plan of Merger for merging Lowe's H I W, Inc., a corporation organized under the laws of the Commonwealth of Virginia ("H I W") with and into Eagle Hardware & Garden, Inc., a corporation organized under the laws of the State of Washington ("Eagle") as adopted at a meeting by the Board of Directors of H I W on July 25, 2000 and adopted at a meeting by the Board of Directors of Eagle on July 25, 2000.

2. The merger was approved by the shareholders of Eagle pursuant to the Washington Business Corporation Act.

3. The merger of H I W with and into Eagle is permitted by the laws of the jurisdiction of organization of H I W and has been authorized in compliance with said laws.

4. Eagle will continue its existence as the surviving corporation under the "Lowe's HIW, Inc." name pursuant to the provisions of the Washington Business Corporation Act.

5. The effective time and date of the merger herein provided for in the State of Washington shall be 12:00 a.m. midnight on July 29, 2000.

6. The Plan of Merger is as follows:

6.1 H I W and Eagle, shall, pursuant to the provisions of the laws of the Commonwealth of Virginia and the provisions of the Washington Business Corporation Act, be merged with and into a single corporation, to wit, Eagle which shall be the surviving corporation upon the effective time and date of the merger and which is sometimes hereinafter referred to as the "surviving corporation", and which shall

continue to exist as said surviving corporation under the name "Lowe's HIW, Inc." pursuant to the provisions of the Washington Business Corporation Act. The separate existence of H I W which is sometimes hereinafter referred to as the "non-surviving corporation", shall cease at the effective time and date of the merger in accordance with the laws of the Commonwealth of Virginia.

6.2 The Articles of Incorporation of Eagle at the effective time and date of the merger shall be the Articles of Incorporation of said surviving corporation except that Article I thereof relating to the name of the corporation is hereby amended and changed so as to read as follows upon the effective date of the merger:

"The name of this corporation shall be Lowe's HIW, Inc."

and said Articles of Incorporation as herein amended and changed shall continue in full force and effect until further amended and changed in the manner prescribed by the provision of the Washington Business Corporation Act.

6.3 The present bylaws of Eagle will be the bylaws of said surviving corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Washington Business Corporation Act.

6.4 The directors and officers in office of Eagle upon the effective date of the merger shall be the members of the first Board of Directors and the first officers of said surviving corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with Eagle's bylaws.

6.5 Every four shares of issued and outstanding H I W common stock immediately prior to the effective time and date of the merger shall, at the effective time and date of the merger, be converted into one share of Eagle common stock. The issued and outstanding shares of Eagle shall not be converted or exchanged in any manner, but each said share which is issued and outstanding as of the effective time and date of the merger shall continue to represent one issued and outstanding share of said surviving corporation.

6.6 The merger of H I W with and into Eagle shall be authorized in the manner prescribed by the laws of the jurisdiction of the Commonwealth of Virginia and in the manner prescribed by the provisions of the Washington Business Corporation Act.

6.7 In the event that the merger of H I W with and into Eagle shall have been duly authorized in compliance with the laws of the Commonwealth of Virginia and the State of Washington, H I W and Eagle hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the Commonwealth of Virginia and of the State of Washington, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

6.8 On the effective date of the Merger, the separate existence of H I W shall cease (except to the extent continued by statute), and all of its properties, rights, privileges, and franchises, of whatsoever nature and description, shall be transferred to, vest in, and devolve upon Eagle without further act or deed. Confirmatory deeds, assignments, or other similar instruments, when deemed desirable by Eagle to evidence such transfer, vesting or devolution of any property, right, privilege or franchise shall at any time, or from time to time, be made and delivered in the name of H I W, the non-surviving corporation by the last acting officers thereof, or by the corresponding officers of Eagle as the surviving corporation. The Board of Directors and the proper officers of H I W and Eagle, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

Executed on July 25th, 2000.

Lowe's H I W, Inc.

By: 

Robert L. Tillman, Chairman and CEO

Eagle Hardware & Garden, Inc.

By: 

Larry D. Stone, Executive Vice President