

10-21-2002

FORM PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademark

102254527

or copy thereof.

1. Name of conveying party(ies):

J. G. Smith & Company, Inc.

10-15-02

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State of Illinois
- Other _____

Additional name(s) of conveying parties(ies) attached: Yes No

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

Name: BFG Supply Co., LLC

Internal Address: _____

Street Address: 14100 Kinsman Road

City: Burton State: Ohio Zip: 44021

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

Other - Indiana limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation 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: October 4, 2002

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

A. Trademark Application No.(s)

B. Trademark registration No.(s):

2,510,576

Additional numbers attached? Yes No

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

Name: Rachel L. St. Peter

Internal Address: ICE MILLER

Street Address: One American Square, Box 82001

City: Indianapolis State: Indiana ZIP: 46282

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 09-0007

(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.

Rachel L. St. Peter
Name of Person Signing

Rachel St. Peter

Signature

10/10/02

Date

Total number of pages including cover sheet:

OMB No. 0651-0011 (exp 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

10/18/2002 LMUELLER 00000150 2510576

01 FC:8521

40.00 DP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

1061175

TRADEMARK
REEL: 002601 FRAME: 0078

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK ("*Assignment*"), dated as of October 4, 2002 (the "*Effective Date*"), is made and entered into by and between J.G. Smith & Company, Inc., an Illinois corporation ("*Assignor*"), and BFG Supply Co., LLC, an Indiana limited liability company ("*Assignee*").

WHEREAS, Assignor desires to transfer, and Assignee desires to acquire, all right, title and interest in the trademark and filed with the U.S. Patent and Trademark Office set forth in Exhibit A attached hereto (the "*Trademark*"); and

WHEREAS, Assignor represents and warrants that it is the owner of all right, title and interest in the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark, together with the goodwill of the business associated with or symbolized by the Trademark, any and all applications for the Trademark, and any and all common law rights, world-wide rights and other applications or registrations for the Trademark owned by Assignor, and including the right to sue and collect damages for any past infringements of the Trademark. Assignor shall also fully cooperate with Assignee in recording the assignment of the Trademark to Assignee, including promptly executing any and all documents necessary to record and fully effectuate this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized representatives, this Assignment as of the Effective Date.

"ASSIGNOR"

J.G. SMITH & COMPANY, INC.

By: James G. Smith

Printed: JAMES G SMITH

Title: Pres

"ASSIGNEE"

BFG SUPPLY CO., LLC

By: John F. Ackerman

Printed: John F Ackerman

Title: Manager

EXHIBIT A

TRADEMARK

Mark: HELPING GROWERS CULTIVATE SUCCESS
Registered: November 20, 2001
Reg. No.: 2,510,576
Country: United States