

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wellmark International		09/02/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	B&G Equipment Company		
Street Address:	135 Region South Drive		
City:	Jackson		
State/Country:	GEORGIA		
Postal Code:	30233		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2953382	MATRIX	
CORRESPONDENCE DATA			
Fax Number:	(215)656-2498		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-656-3309		
Email:	darius.gambino@dlapiper.com		
Correspondent Name:	Darius C. Gambino		
Address Line 1:	1650 Market Street, Suite 4900		
Address Line 2:	DLA Piper Rudnick Gray Cary US LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Darius Gambino		
Signature:	/Darius C. Gambino/		
Date:	09/20/2005		

CH \$40.00 2953382

Total Attachments: 1

EXHIBIT A

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made from Wellmark International, a California corporation having a business address at 1501 E. Woodfield Road, Suite 200 West, Schaumburg, IL 60173 ("Assignor") to B&G Equipment Company, a Pennsylvania corporation having a business address at 135 Region South Drive, Jackson, GA 30233 ("Assignee").

WHEREAS, Assignor owns certain rights, title and interest in the trademark MATRIX for use with "insecticides, namely ant and roach bait products" (the "Mark"), including U.S. Trademark Registration No. 2,953,382, issued on May 17, 2005 therefor, all of the business related thereto, all of the goodwill pertaining thereto, all rights to use, register or renew registrations for the Mark, or collect royalties for the licensing thereof, and all claims for infringement thereof (hereinafter "Assignor's Rights in the Mark"); and

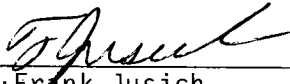
WHEREAS, Assignor and Assignee wish for Assignee to acquire Assignor's Rights in the Mark.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee all of Assignor's Rights in the Mark. The rights of Assignee at common law and/or to the end of the term or terms of which registration of the Mark may be granted or renewed are to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; including all claims for royalties for licensing of the Mark and damages by reason of past infringement(s) of the Mark, with the right to sue for and collect the same for its own use and benefit, for the use, benefit and on behalf of its successors, assigns and other legal representatives.

In Witness Hereof, Assignor has executed this Assignment effective as of September 2, 2005.

WELLMARK INTERNATIONAL

Dated: September 2, 2005

By: 
Name: Frank Jusich
Title: COO/CEO

60569233 v1