

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Patent, Trademark and Copyright Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lesco, Inc.		10/07/2005	CORPORATION: OHIO
Lesco Services, Inc.		10/07/2005	CORPORATION: OHIO
Lesco Technologies, LLC		10/07/2005	LIMITED LIABILITY COMPANY: NEVADA
AIM Lawn & Garden Products, Inc.		10/07/2005	CORPORATION: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	249 Fifth Avenue
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15222
<b>Entity Type:</b>	Bank:

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	2865049	CROSSCHECK
Registration Number:	2785530	DOUBLE EAGLE
Registration Number:	1487270	ELITE
Serial Number:	78626286	GROW WITH US
Registration Number:	1938082	LESCO
Registration Number:	1975751	LESCO
Registration Number:	1902916	LESCO
Registration Number:	1986533	LESCO
Registration Number:	2088494	LESCO
Registration Number:	1989473	LESCO
Registration Number:	1989470	LESCO

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Registration Number:	1989474	LESCO
Registration Number:	1938075	LESCO
Registration Number:	1901402	LESCO
Registration Number:	2949988	LESCODIRECT
Registration Number:	1915665	LESCO SERVICE CENTER
Registration Number:	2081918	LESCO STORES-ON-WHEELS
Registration Number:	2955744	LIFEGUARD
Registration Number:	2879651	MANHANDLE
Registration Number:	2903343	MANICURE
Registration Number:	2534814	NOVEX
Registration Number:	1818653	POLY PLUS
Registration Number:	1415551	PRE-M
Registration Number:	2518525	PROSECUTOR
Serial Number:	78673522	SPECTATOR
Registration Number:	2869475	STONEWALL
Registration Number:	2113129	STORES-ON-WHEELS
Registration Number:	1543159	TRACKER
Registration Number:	2837736	Z TWO

**CORRESPONDENCE DATA**

Fax Number: (412)562-1041  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 412-562-1637  
Email: cremonesevj@bipc.com  
Correspondent Name: Michael L. Dever  
Address Line 1: 301 Grant Street  
Address Line 2: 20th Floor  
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	11046-301073
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	11/02/2005

Total Attachments: 17  
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**FIRST AMENDMENT TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT dated as of October 7, 2005 (the "Amendment"), is entered into by and between each of the Borrowers listed on the signature pages hereto and each other Person that becomes bound hereby by joinder, assumption or otherwise (each a "Pledgor" and collectively, the "Pledgors"), and PNC Bank, National Association, as Agent for the Lenders.

R E C I T A L S:

A. The parties hereto are parties to that certain Patent, Trademark and Copyright Security Agreement dated as of December 30, 2003 (the "Patent, Trademark and Copyright Security Agreement").

B. The Pledgors have requested the Agent to amend and restate the Revolving Credit and Security Agreement dated as of December 30, 2003, and revise the collateral that secures such credit facility and modify certain financial covenants as set forth therein pursuant to that certain Amended and Restated Credit and Security Agreement dated as of October 7, 2005, among the Pledgors and the Agent.

NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, covenant and agree as follows:

1. Definitions.

Defined terms used herein unless otherwise defined herein shall have the meanings ascribed to them in the Patent, Trademark and Copyright Security Agreement.

2. Amendment of Patent, Trademark and Copyright Security Agreement.

A. Amendment of Definition. Effective as of the date of this Amendment, all references in the Patent, Trademark and Copyright Security Agreement to "Credit Agreement" shall be deemed to constitute a reference to that certain Amended and Restated Credit and Security Agreement dated as of October 7, 2005 (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") by and among the Borrowers, each of the Lenders party thereto and the Agent.

B. Schedule A. The Pledgors hereby confirm that the updated Schedule A (the "Revised Schedule") to the Patent, Trademark and Copyright Security Agreement attached hereto and made a part hereof is a correct and complete listing of all registered Patents, Trademarks and Copyrights of the Pledgors as of the date of this Amendment. Such Revised Schedule shall amend and restate the previous Schedule A to the Patent, Trademark and Copyright Security Agreement in its entirety.

3. Representations and Warranties. The Pledgors hereby represent and warrant to the Agent as follows:

A. The representations and warranties of the Pledgors contained in the Patent, Trademark and Copyright Security Agreement are true and correct in all material respects on and as of the date hereof with the same force and effect as though made by the Pledgors on such date, except to the extent that any such representation or warranty expressly relates solely to a previous date; and

B. The Pledgors are in compliance in all material respects with all terms, conditions, provisions, and covenants contained in the Patent, Trademark and Copyright Security Agreement, and the execution, delivery, and performance of this Amendment have been duly authorized by all necessary corporate action, require no governmental approval, and will neither contravene, conflict with, nor result in the breach of any law, charter, articles, or certificate of incorporation, bylaws, or agreement governing or binding upon the Pledgors or any of their respective property.

4. Conditions of Effectiveness of this Amendment. The effectiveness of this Amendment is expressly conditioned upon satisfaction of each of the following conditions precedent:

A. All legal details and proceedings in connection with the transactions contemplated by this Amendment shall be in form and substance satisfactory to the Agent, and the Agent shall have received from the Pledgors all such other counterpart originals or certified or other copies of such documents and proceedings in connection with such transactions, in form and substance satisfactory to the Agent.

B. No Default or Event of Default has occurred and is continuing, and Pledgors by executing this Amendment confirm the same and also confirm the accuracy of the representations and warranties in Section 3 above.

5. Force and Effect. Pledgors reconfirm, restate, and ratify the Patent, Trademark and Copyright Security Agreement and all other documents executed in connection therewith except to the extent any such documents are expressly modified by this Amendment and Pledgors confirm that all such documents have remained in full force and effect since the date of their execution.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the internal Laws of the State of Ohio without regard to its conflict of laws principles.

7. Counterparts. This Amendment may be signed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES BEGIN ON NEXT PAGE]

[SIGNATURE PAGE 1 of 2 TO FIRST AMENDMENT TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION

By: 

Name:

James M. Steffy

Title:

Vice President

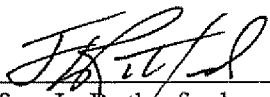
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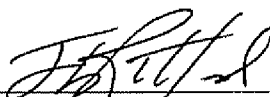
[SIGNATURE PAGE 1 OF 2 TO FIRST AMENDMENT TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto  
have executed this Amendment as of the date first above written.


**LESCO, INC.**

By:   
Name: Jeffrey L. Rutherford  
Title: Senior Vice President and Chief Financial  
Officer

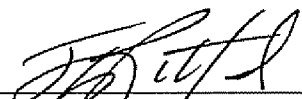
**LESCO SERVICES, INC.**

By:   
Name: Jeffrey L. Rutherford  
Title: Vice President and Chief Financial  
Officer

**LESCO TECHNOLOGIES, LLC**

By:   
Name: Jeffrey L. Rutherford  
Title: Vice President and Chief Financial  
Officer

**AIM LAWN & GARDEN PRODUCTS, INC.**

By:   
Name: Jeffrey L. Rutherford  
Title: Vice President and Chief Financial  
Officer

**SCHEDULE A**



PATENTS

Title	Patent No.	Issued	Abstract
MATERIAL SPREADER	5,294,060	3/15/1994	<p>A material spreader includes a support frame and a pair of ground engaging wheels for rollingly supporting the frame. A hopper is attached to the support frame and includes first and second isolated chambers for holding first and second materials, respectively, to be spread. A first series of discharge openings in the bottom of the first chamber allows material to be discharged from the first chamber. A second series of discharge openings in the bottom of the second chamber allows material to be discharged from the second chamber. Slide valves are operable to selectively independently control the flow of material through the first and second series of discharge openings. A series of passages in a distribution manifold interconnect the first and second series of discharge openings. Each passage has two inlets and one outlet. One of the inlets to each passage is in the first series of discharge openings and the other one of the inlets to each passage is in the second series of discharge openings. The outlets of the passages discharge material onto an</p>
SEALANTS FOR FERTILIZER COMPOSITIONS CONTAINING NATURAL WAXES	5,478,375	10/21/1994	<p>Sealants For Fertilizer Compositions Containing Natural Waxes.</p>

PATENTS

DUAL MODE SPREADER	6,945,481	9/20/2005	A material spreader can be used as either a broadcast spreader or a drop spreader.
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**U.S. TRADEMARKS**

Country	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Goods Description	Status
U. S.	CROSSCHECK	78/248,414	05/12/03	2,865,049	07/20/04	Pesticides, insecticides, fungicides and herbicides	Registered; Decl. of Use due 07/20/10
U. S.	DOUBLE EAGLE	76/381,575	03/13/02	2,875,530	11/25/03	Grass seed.	Registered; Decl. of Use due 11/25/09
U.S.	ECOSENTIAL	78/533,699	12/16/04			Organic, organic-based and synthetic fertilizers for use in commercial and domestic markets; seeds; organic, organic-based and synthetic mulch, for use in commercial and domestic markets; organic, organic-based and synthetic insecticides, fungicides, herbicides, pest control, and animal repellants, for use in commercial and domestic markets	Pending; Response to Office Action filed 09/16/05
U. S.	ELITE	73/607,853	07/03/86	1,487,270	05/10/88	Specialized turf fertilizer for use by professional turf managers on greens, tees, and mowed fairways of golf courses and commercially maintained lawns.	Registered & Incontestable; renewal due 5/10/08

SCHEDULE 5.9

Country	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Goods Description	Status
U.S.	FOR THE WORLD WE LIVE IN	78/546,347	01/12/05			Organic, organic-based and synthetic fertilizers for use in commercial and domestic markets; organic, organic-based and synthetic insecticides, fungicides, herbicides, pest control, and animal repellants, for use in commercial and domestic markets; seeds; organic, organic-based and synthetic mulch, for use in commercial and domestic markets	Pending; Response to Office Action filed 09/09/05
U.S.	GROW WITH US	78/626,286	05/10/05			Delivery by motorized vehicle of turf maintenance, landscaping and golf course maintenance products, accessories and equipment for the purpose of making such products available for on-site inspection and purchase	Pending
U.S.	ICE BLOCK	78/500,343	10/15/04			De-icing preparations for industrial, commercial and domestic use on roads, driveways, paths, sidewalks, and parking areas	Pending; Response to Office Action due 11/19/05
U.S.	LESCO	74/542,312	06/24/94	1,938,082	11/28/95	Cloth and rayon/nylon reinforced flags; cloth towels; disposable nylon towels.	Registered & Incontestable; renewal due 11/28/05 - do not renew per client

SCHEDULE 5.9

Country	Mark	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Goods Description	Status
U. S.	LESCO	74/542,746	06/24/94	1,975,751	05/28/96	Brochures and instruction manuals concerning lawn care, landscaping and golf course maintenance applications and products, product application cards, greeting cards, self mailers and posting signs.	Registered & Incontestable; renewal due 5/28/06
U. S.	LESCO	74/544,526	07/01/94	1,902,916	07/04/95	Grass and flower seed.	Registered & Incontestable; renewal due 7/4/15

SCHEDULE 5.9

Country	Mark	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Goods Description	Status
U. S.	LESCO	74/542,743	06/24/94	1,986,533	07/16/96	<p>Power tools for lawn care, landscaping and golf course maintenance applications, namely hedge clippers, trimmers, blowers, lawn mowers, aerators, thatchers, lapping machines, spreaders, sprayers, foam marker machines, renovators for seeding, slicing and for dethatching and replacement parts for each of these products and non-power operated tools for lawn care, landscaping and golf course maintenance applications, namely seeders, spreaders, sprayers, mixing machine for pesticides, jet action deflectors for spreading, tree and ornamental feeders, drag mats, fertinjectors, spray guns and replacement parts for each of these items; mowing attachments and blades and irrigation roller bases, irrigation pumps and fitted spreader covers</p>	Registered & Incontestable; renewal due 7/16/06

SCHEDULE 5.9

Country	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Goods Description	Status
U. S.	LESCO	74/542,741	06/24/94	2,088,494	08/19/97	Metal and aluminum products for use at golf courses, namely, hand-operated metal garden hose reels, pipe mounts, washer stands and replacement parts thereof, pipes for stands, stakes, signs, gas cans and replacement parts thereof, drum racks and replacement parts thereof, screws, bolts, hitch pins (006); Golf spike brushes, roller squeegees and replacement parts thereof, wastepaper baskets, and flower/plant pot holders (021); Hand-operated golf ball washers and replacement parts thereof, and golf course signs, markers and golf green cups (028)	Registered & Incontestable; renewal due 8/19/07
U. S.	LESCO	74/542,742	06/24/94	1,989,473	07/30/96	Plastic items for lawn care, landscaping and golf course maintenance applications, namely garden hoses and replacement parts thereof; plastic; pvc and poly pipe	Registered & Incontestable; renewal due 7/30/06
U. S.	LESCO	74/541,351	06/24/94	1,989,470	07/30/96	Fertilizers, herbicides, pesticides and fungicides for lawns, gardens, golf courses, athletic fields, theme parks, parks and similar uses.	Registered & Incontestable; renewal due 7/30/06

SCHEDULE 5.9

Country	Mark	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Goods Description	Status
U. S.	LESCO	74/542,744	06/24/94	1,989,474	07/30/96	Hand-held tools for lawn care and landscaping applications and for golf course maintenance, namely rakes, ball mark menders, divot forks, soil profilers, paint marking handles, line painters, drum openers, shovels, shears, saws, towels, weeders, machetes, sodlifters, forks, hoes, pruners, scabbards, hand-operated sprayers for insecticides and pesticides, dew removing hand tools and replacement part thereof, t-handle soil probe, and replacement parts for each of the above-listed items	Registered & Incontestable; renewal due 7/30/06
U. S.	LESCO	74/540,911	06/22/94	1,938,075	11/28/95	Fungicides, herbicides for lawn, garden, golf courses, athletic fields, theme parks, parks and similar uses application; insecticides; insect repellents and other chemical pest control products, namely termiticides, aerosols, baits and other chemicals for controlling crawling insects, fleas, termites, and rodents	Registered & Incontestable; renewal due 11/28/05
U. S.	LESCO	74/542,745	06/24/94	1,901,402	06/27/95	Paint for industrial equipment and machinery, pruning paint, paint for turf marking and priming paint.	Registered & Incontestable; renewal due 6/27/15



SCHEDULE 5.9

Country	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Goods Description	Status
U.S.	LESCO	78/489,238	09/24/04			De-icing preparations for industrial, commercial and domestic use on roads, driveways, paths, sidewalks, and parking areas	Pending; published for opposition 09/06/05
U.S.	LESCODIRECT	78/239,211	4/17/03	2,949,988	05/10/05	Online retail store services in the field of turf maintenance, landscaping, and golf course maintenance products and equipment	Registered; Decl. of Use due 05/10/11
U.S.	LESCO ECOSENTIAL FOR THE WORLD WE LIVE IN	78/565,298	02/11/05			Organic, organic-based and synthetic fertilizers, for use in commercial and domestic markets; organic, organic-based and synthetic insecticides, fungicides, herbicides, pest control, and animal repellents, for use in commercial and domestic markets; seeds; organic, organic-based and synthetic mulch, for use in commercial and domestic markets	Pending; Response to Office Action filed 09/16/05
U.S.	LESCO MIXMELT	78/500,354	10/15/04			De-icing preparations for industrial, commercial and domestic use on roads, driveways, paths, sidewalks, and parking areas	Pending; published for opposition 09/06/05

SCHEDULE 5.9

Country	Mark	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Goods Description	Status
U. S.	LESCO SERVICE CENTER	74/540,912	06/22/94	1,915,665	08/29/95	Wholesale and retail stores featuring turf maintenance and landscaping products and equipment, featuring, in most cases, the use of drive through facilities.	Registered & Incontestable; renewal due 8/29/15
U. S.	LESCO STORES-ON-WHEELS	74/584,423	10/11/94	2,081,918	07/22/97	Delivery by motorized vehicle of turf maintenance, landscaping and golf course maintenance products, accessories and equipment for the purpose of making such products available for on-site inspection and purchase	Registered & Incontestable; renewal due 7/22/07
U. S.	LIFEGUARD	78/300,610	09/15/03	2,955,744	05/24/05	Herbicide for use on turf grass and ornamental plantings.	Registered; Decl. of Use due 05/24/11
U.S.	MANHANDLE	78/300,952	09/16/03	2,879,651	08/31/04	Pesticides and preparations for destroying vermin, namely, herbicides, insecticides and fungicides for use in agriculture, horticulture, forestry, turf and ornamental, commercial, industrial and domestic applications.	Registered; Decl. of Use due 8/31/10
U. S.	MANICURE	78/295,410	09/03/03	2,903,343	11/16/04	Fungicides for turf, lawns, vegetables, fruit trees, flowers, shrubs and shade trees.	Registered; Decl. of Use due 11/16/10
U. S.	NOVEX	75/981,514	01/24/00	2,534,814	01/29/02	Fertilizers for agricultural and domestic use in all types of markets.	Registered; Decl. of Use due 1/29/08

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SCHEDULE 5.9

Country	Mark	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Goods Description	Status
U. S.	NUCLEUS	78/248,436	05/12/03			Pesticides, Insecticides, fungicides, and herbicides	Pending; Statement of Use due 1/20/06
U. S.	POLY PLUS	74/378,507	04/09/93	1,818,653	02/01/94	Fertilizer for grasses.	Registered & Incontestable; renewal due 02/01/14
U. S.	PRE-M	73/588,739	03/18/86	1,415,551	11/04/86	Herbicides for lawns and turf.	Registered & Incontestable; renewal due 11/4/06
U. S.	PROSECUTOR	75/902,659	01/24/00	2,518,525	12/11/01	Turf and ornamental fungicide and herbicide.	Registered; Decl. of Use due 12/11/07
U.S.	SPECTATOR	78/673,522	07/19/05			Fungicides	Pending
U.S.	STONEWALL	78/253,694	05/23/03	2,869,475	08/03/04	Turf & ornamental pre-emergent herbicide	Registered; Decl. of Use due 8/3/10
U. S.	STORES-ON-WHEELS	75/023,683	11/22/95	2,113,129	11/11/97	Retail services provided by motorized vehicle of turf maintenance, landscaping and golf course maintenance products, accessories and equipment for the purpose of making such products available for on-site inspection and purchase	Registered; renewal due 11/11/07

SCHEDULE 5.9

Country	Mark	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Goods Description	Status
U. S.	TRACKER	73/762,076	11/07/88	1,543,159	06/13/89	Marking dye concentrates.	Registered & Incontestable; renewal due 6/13/09
U. S.	Z TWO	76/387,990	03/27/02	2,837,736	05/04/04	Riding lawn mowers.	Registered; Decl. of Use due 5/4/10