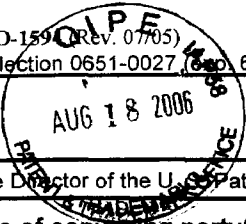


DS

09-12-2006



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To the Director of the U.S. Patent and Trademark Office

Transmit this document to the new address(es) below.

1. Name of conveying party(ies):

RLC TECHNOLOGIES, L.L.C.

8/18/06

- Individual(s)
- General Partnership
- Corporation- State: Alabama
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) U.S.

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: Agrium Polymer Coatings Corp.

Internal

Address: _____

Street Address: 4852 Ulster St., #1700

City: Denver

State: CO

Country: U.S.

Zip: 80237

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
Citizenship _____
Citizenship _____
Citizenship Delaware
Citizenship _____
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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 08/04/2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2551388; 2554423; 1737442; 1834216; 2702360; 2038995; 1912112

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
2,551,388 "COLOR GREEN"; 2,554,423 "COLOR GREEN"; 1,737,442 POLYON; 1,734,216 POLYON; 2,702,360 POLYON

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

Name: Olivia T. Luk

Internal Address: Sears Tower Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago

State: IL Zip: 60606

Phone Number: 312-876-6587

Fax Number: 312-993-9767

Email Address: olivia.luk@lw.com

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40 390

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

8/11/06

Date

Olivia T. Luk

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

09/11/2006 NJ 000000-41 2551388

40.00 DP
350.00 DP

01 FC:0521
02 FC:0522

4B. Trademark Registration Nos. (continued)
FOREIGN TRADEMARK REGISTRATIONS

A597,845
TMA464,154
579,211
142,430
3,046,518
803,421
1,539,251
TMA45,882

4C. Identification or Description of Trademarks (continued)

2,551,388 "COLOR GREEN"
2,554,423 "COLOR GREEN"
1,737,442 POLYON
1,734,216 POLYON
2,702,360 POLYON
2,038,995 POLYON NPK
1,912,112 TRIKOTE

FOREIGN TRADEMARK REGISTRATIONS

A597,845 POLYON (AUSTRALIA)
TMA464,154 POLYON (CANADA)
579,211 POLYON (CHILE)
142,430 POLYON (CTM EUROPE)
3,046,518 POLYON (JAPAN)
803,421 POLYON (MEXICO)
1,539,251 POLYON (UNITED KINGDOM)
TMA45,882 TRIKOTE (CANADA)

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of the 1st day of August, 2006 (the "Effective Date"), is made between RLC TECHNOLOGIES, L.L.C., an Alabama limited liability company ("Assignor"), and AGRIMUM POLYMER COATINGS CORP., a Delaware corporation ("Assignee").

WHEREAS, Assignor, Pursell Technologies, Inc., Pursell Holdings, LLC and certain of their shareholders and members, as the parties of the first part, and Assignee and Agrimum Inc., as the parties of the second part, have entered into that certain Purchase Agreement dated as of June 19, 2006 (the "Purchase Agreement"); and

WHEREAS, Assignor is the owner of, and pursuant to the Purchase Agreement desires to assign to Assignee, all right, title and interest in and to: (i) those certain trademark and intellectual property rights, including rights of priority, and all U.S. registrations for the marks/names identified on Schedule A attached hereto (the "Marks"); and (ii) any and all goodwill of the business associated with the Marks; and

WHEREAS, Assignee, pursuant to the Purchase Agreement, desires to acquire the Marks and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this Assignment; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Marks and goodwill to Assignee;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with: (i) the goodwill symbolized by or associated with the Marks; (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including past infringements and misappropriations, of the Marks; and (iii) any royalties or other consideration owed in connection with use of the Marks after the Effective Date.
2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Marks, goodwill and all other rights hereby conveyed.
3. Nothing expressed or implied in this Assignment shall be deemed to be an assumption by Purchaser or any of its Affiliates (as defined in the Purchase Agreement), successors, or assigns of any liabilities or obligations related to or arising under the Marks prior to the Effective Date.
4. Subject to the terms hereof, Assignee accepts such assignment of the Marks and goodwill.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.

ASSIGNOR:

Sworn to and subscribed before me this 21st
day of August, 2006

RLC TECHNOLOGIES, L.L.C.,
an Alabama limited liability company

Lorin P. Nick
Notary Public

By: James T. Pursell, Jr.
Name: JAMES T. PURSELL, SR.
Title: Manager

My commission expires: 6/16/07

[NOTARIAL SEAL]

ASSIGNEE:

Sworn to and subscribed before me this _____
day of _____, 2006

AGRIUM POLYMER COATINGS CORP.,
a Delaware corporation

Notary Public

By: _____
Name: _____
Title: _____

My commission expires: _____

[NOTARIAL SEAL]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.

ASSIGNOR:

Sworn to and subscribed before me this _____ day of _____, 2006

RLC TECHNOLOGIES, L.L.C.,
an Alabama limited liability company

Notary Public

By: _____

Name: _____

Title: _____

My commission expires: _____

[NOTARIAL SEAL]

ASSIGNEE:

Sworn to and subscribed before me this 28th day of JULY, 2006

AGRIUM POLYMER COATINGS CORP.,
a Delaware corporation

Christina Comstock

Notary Public

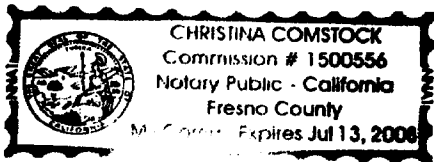
By: Randy Orgill

Name: Randy Orgill

Title: Vice President

My commission expires: 7-13-08

[NOTARIAL SEAL]



SCHEDULE A

RLC TECHNOLOGIES, L.L.C.

UNITED STATES TRADEMARK REGISTRATIONS:

4602/TM	"COLOR GREEN"	2,551,388
4601/TM	"COLOR GREEN"	2,554,423
4055/TM	POLYON	1,737,442
4054/TM	POLYON	1,834,216
5605/TM	POLYON	2,702,360
4614/TM	POLYON NPK	2,038,995
4615/TM	TRIKOTE	1,912,112

FOREIGN TRADEMARK REGISTRATIONS:

4606/TM	POLYON	AUSTRALIA	A597, 845
4607/TM	POLYON	CANADA	TMA464, 154
4948/TM	POLYON	CHILE	579,211
4603/TM	POLYON	CTM (EUROPE)	142,430
4609/TM	POLYON	JAPAN	3,046,518
5616/TM	POLYON	MEXICO	803,421
4610/TM	POLYON	UNITED KINGDOM	1,539,251
4897/TM	TRIKOTE	CANADA	TMA445,882

WCSR 3375571v3

4B. Trademark Registration Nos. (continued)
FOREIGN TRADEMARK REGISTRATIONS

A597,845
TMA464,154
579,211
142,430
3,046,518
803,421
1,539,251
TMA45,882

4C. Identification or Description of Trademarks (continued)

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2,702,360 POLYON
2,038,995 POLYON NPK
1,912,112 TRIKOTE

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TMA464,154 POLYON (CANADA)
579,211 POLYON (CHILE)
142,430 POLYON (CTM EUROPE)
3,046,518 POLYON (JAPAN)
803,421 POLYON (MEXICO)
1,539,251 POLYON (UNITED KINGDOM)
TMA45,882 TRIKOTE (CANADA)