

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
Pursell Technologies, Inc.		08/04/2006	CORPORATION: ALABAMA

RECEIVING PARTY DATA	
Name:	Agrium Polymer Coatings Corp.
Street Address:	100 Technology Loop
City:	Sylacauga
State/Country:	ALABAMA
Postal Code:	35150
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	0508395	BIG CROP
Registration Number:	2507859	FERTILIZERS FOR THE FUTURE
Registration Number:	2484484	
Registration Number:	2996289	
Registration Number:	1542143	K-KOTE
Registration Number:	1445764	NITRAZINE
Registration Number:	2013741	POLYGRAPH
Registration Number:	2886893	PRECISE
Registration Number:	2541286	PTI
Registration Number:	2534697	PTI
Registration Number:	2519236	PURSELL TECHNOLOGIES INC.
Registration Number:	1156017	SULFURKOTE
Registration Number:	2897530	TECHNOLOGIES FOR THE FUTURE
Registration Number:	3074001	AMSAFE

CH \$465.00 0508395

Registration Number:	3074000	USAFE
Serial Number:	76498182	DURALENE
Serial Number:	78646937	HORTICOLLEGE
Serial Number:	78646970	H HORTICOLLEGE AT PURSELL FARMS

CORRESPONDENCE DATA

Fax Number: (703)684-8206

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-684-6885

Email: tbreiner@bbpatlaw.com

Correspondent Name: Theodore A. Breiner

Address Line 1: P.O. Box 19290

Address Line 4: Alexandria, VIRGINIA 22320-0290

ATTORNEY DOCKET NUMBER:	PTI - GENERAL TM
NAME OF SUBMITTER:	Theodore A. Breiner
Signature:	/Theodore A. Breiner/
Date:	09/22/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of the ~~12~~ day of August, 2006 (the "Effective Date"), is made between PURSELL TECHNOLOGIES, INC., an Alabama corporation ("Assignor"), and AGRIMUM POLYMER COATINGS CORP., a Delaware corporation ("Assignee").

WHEREAS, Assignor, Pursell Holdings, LLC, RLC Technologies, L.L.C. and certain of their shareholders and members, as the parties of the first part, and Assignee and Agrium 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.

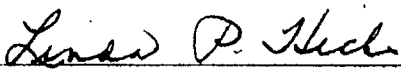
IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.

ASSIGNOR:

PURSELL TECHNOLOGIES, INC.,
an Alabama corporation

By: 
Name: DAVID PURSELL
Title: CEO

Sworn to and subscribed before me
this 4th day of August, 2006


Notary Public

My commission expires: 6/16/07

[NOTARIAL SEAL]

ASSIGNEE:

AGRIUM POLYMER COATINGS CORP.,
a Delaware corporation

By: _____
Name: _____
Title: _____

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

Notary Public

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:

PURSELL TECHNOLOGIES, INC.,
an Alabama corporation

By: _____
Name: _____
Title: _____

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

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

ASSIGNEE:

AGRIUM POLYMER COATINGS CORP.,
a Delaware corporation

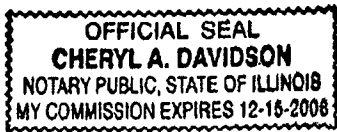
By: *Landy Orgill*
Name: LANDY ORGILL
Title: VICE PRESIDENT

Sworn to and subscribed before me
this 3rd day of August, 2006

Cheryl A Davidson
Notary Public

My commission expires: 12-15-06

[NOTARIAL SEAL]



SCHEDULE A

PURSELL TECHNOLOGIES, INC.

UNITED STATES TRADEMARK REGISTRATIONS:

4583/TM	BIG CROP	508,395
4873/TM	FERTILIZERS FOR THE FUTURE	2,507,859
4910/TM	"GLOBE" DESIGN	2,484,484
5699/TM	"GLOBE" DESIGN	2,996,289
4588/TM	K-KOTE	1,542,143
2210/TM	NITRAZINE	1,445,764
4593/TM	POLYGRAPH	2,013,741
5345/TM	PRECISE	2,886,893
4908/TM	PTI	2,541,286
4909/TM	PTI and the "GLOBE" DESIGN "	2,534,697
4912/TM	PURSELL TECHNOLOGIES INC.	2,519,236
4598/TM	STAR	1,363,868
4599/TM	SULFURKOTE	1,156,017
4905/TM	TECHNOLOGIES FOR THE FUTURE	2,897,530
6123/TM	AMSAFE	3,074,001
6124/TM	USAFE	3,074,000

UNITED STATES TRADEMARK APPLICATIONS:

6002/TM	DURALENE	76/498,182
6561/TM	HORTICOLLEGE	78/646,937
6562/TM	HORTICOLLEGE and Design	78/646,970

FOREIGN TRADEMARK REGISTRATIONS:

4587/TM	GREENSKOTE	JAPAN	2,373,312
4600/TM	SULFURKOTE	CANADA	TMA373,240