

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
RLC Technologies, L.L.C.		08/04/2006	LIMITED LIABILITY COMPANY: 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: 7			
Property Type	Number	Word Mark	
Registration Number:	2551388		
Registration Number:	2554423		
Registration Number:	1737442	POLYON	
Registration Number:	1834216	POLYON	
Registration Number:	2702360	POLYON	
Registration Number:	2038995	POLYON NPK	
Registration Number:	1912112	TRIKOTE	
CORRESPONDENCE DATA			
Fax Number:	(703)684-8206		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-684-6885		
Email:	tbreiner@bbpatlaw.com		
Correspondent Name:	Theodore A. Breiner		
Address Line 1:	P.O. Box 19290		

CH \$190.00 2551388

Address Line 4: Alexandria, VIRGINIA 22320-0290

ATTORNEY DOCKET NUMBER: RLC - 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 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 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:

Sworn to and subscribed before me this 5th
day of August, 2006

Lorin P. Hoch
Notary Public

My commission expires: 6/16/07

[NOTARIAL SEAL]

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

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

ASSIGNEE:

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

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

AGRIUM POLYMER COATINGS CORP.,
a Delaware corporation

By: _____
Name: _____
Title: _____

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

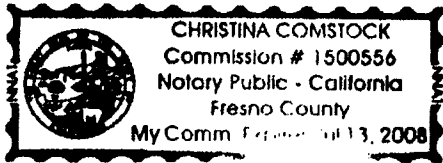
Notary Public

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

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