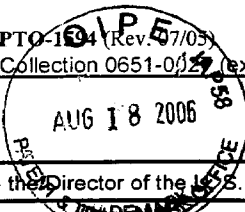


DS

09-12-2006



RECORD
TRADEMARK



103305229

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

or the new address(es) below.

1. Name of conveying party(ies):

Pursell Technologies, Inc.

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

Citizenship (see guidelines) U.S.

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 08/04/2006

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Agrium Polymer Coatings Corp.
 Internal Address: _____
 Street Address: 4852 Ulster St., #1700
 City: Denver
 State: CO
 Country: U.S. Zip: 80237

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other 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)

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

A. Trademark Application No.(s)
76/498182 DURALENE; 78/646937 HORTICOLLEGE;
78/646970 HORTICOLLEGE and design

B. Trademark Registration No.(s)
508395; 2507859; 2484484; 2996289; 1542143; 1445764;
2013741; 2886893; 2541286; 2534697; 2519236

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

508395 BIG CROP; 2507859 FERTILIZERS FOR THE FUTURE; 2484484 "globe design"; 2996289 "globe" design; 1542143 K-KOTE; 1445764 NITRAZINE. See additional Sheet.

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:

211

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40 540

- 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:

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 10:00:00 AM 76498182

40.00 OP
500.00 OP

01 FC: 6521
02 FC: 6522

4B. Trademark Registration Nos. (continued)

1,363,868

1,156,017

2,897,530

3,074,001

3,074,000

FOREIGN TRADEMARK REGISTRATIONS

2,373,312 GREENSKOTE (JAPAN)

TMA373,240 SULFURKOTE (CANADA)

4C. Identification or Description of Trademarks (continued)

2,013,741 Polygraph

2,886,893 Precise

2,541,286 PTI

2,534,697 PTI with the "globe" design

2,519,236 PURSELL TECHNOLOGIES, INC.

1,363,868 STAR

1,156,017 SULFURKOTE

2,897,530 TECHNOLOGIES FOR THE FUTURE

3,074,001 AMSAFE

3,074,000 USAFE

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of the ~~14~~ 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 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:

PURSELL TECHNOLOGIES, INC.,
an Alabama corporation

By: *David Pursell*
Name: DAVID PURSELL
Title: CEO

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

Linda P. Heck
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

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

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

By: _____
Name: _____
Title: _____

ASSIGNEE:

AGRIUM POLYMER COATINGS CORP.,
a Delaware corporation

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]

By: *Landy Ogilvie*
Name: Landy OGILVIE
Title: VICE PRESIDENT



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 |