

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
Costa Nursery Farms LLC		02/29/2008	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Lowe's Companies, Inc.		
Street Address:	1000 Lowe's Boulevard		
City:	Mooresville		
State/Country:	NORTH CAROLINA		
Postal Code:	28117		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1800978	WATER WISE	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8363		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	933243.137202 WATERWISE		
NAME OF SUBMITTER:	Trevor P. Schmidt		
Signature:	/Trevor P. Schmidt/		

OP \$40.00 1800978

Date:

05/22/2008

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK AND
TRADEMARK REGISTRATION

WHEREAS, Costa Nursery Farms LLC, a Florida limited liability company having a principal place of business at 22290 SW 162nd Avenue, Goulds, Florida 33170 (hereinafter referred to as "ASSIGNOR") is the exclusive and record owner of the entire right, title, and interest in and to the following Trademark ("the Trademark") and the corresponding "U.S. Trademark Registration" therefor:

Mark: **WATER WISE and Design**
Reg. No.: 1,800,978
Registered: October 26, 1993
Int. Class: 031

WHEREAS, Lowe's Companies, Inc., a North Carolina corporation, having a principal place of business at 1000 Lowe's Boulevard, Mooresville, North Carolina 28117 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the Trademark and the corresponding official United States Trademark Registration:

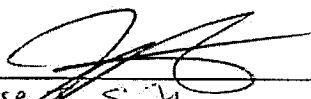
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer unto said ASSIGNEE the entire right, title, and interest worldwide in and to the Trademark and U.S. Trademark Registration, together with the goodwill of the business appurtenant to and symbolized by said Trademark, and said corresponding Trademark Registration, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment and sale not been made.

ASSIGNOR hereby warrants and covenants that it has the full power and authority to convey the rights, title and interests herein assigned and transferred to ASSIGNEE, that it has not

executed and will not execute any agreement in conflict herewith, that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed, that it will not assert any claim adverse to ASSIGNEE or its assigns' right, title and interest in the Trademark and U.S. Registration that, subject to any license agreement, it will not use the Trademark in any way that could prejudice ASSIGNEE'S rights therein, and that it will not establish or seek to establish any rights in the Trademark, including trademark registrations and applications.


IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Assignment to be executed by its duly authorized officer as of the 29th day of February, 2008. *JJS*

ASSIGNOR:
Costa Nursery Farms LLC


By: Jose L. Smith
Title: Manager

Accepted and agreed:

ASSIGNEE:
LOWE'S COMPANIES, INC.


By: P.M. Price
Title: SVP/GMM
2/06/08