

08-24-2001

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings ⇌ ⇌ ⇌ ▼

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office



101821787

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, D.C. 20514  
Send original documents or copy thereof.

1. Name of conveying party(ies): 8-20-01  
GM ACQUISITION CO., L.L.C.  
2725 THOMAS STREET  
MELROSE PARK, ILLINOIS 60160

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other LIMITED LIABILITY COMPANY

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: GRO-MAR INDUSTRIES, INC.  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 2725 THOMAS STREET  
City: MELROSE PARK State: ILLINOIS Zip: 60160

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State ILLINOIS  
 Other \_\_\_\_\_

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)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_  
Execution Date: \_\_\_\_\_

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
1,496,457; 2,197,366

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: .....

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: JOSEPH S. FARRELL  
Internal Address: \_\_\_\_\_  
Street Address: 33 W. MONROE ST., 21ST FLOOR  
City: CHICAGO State: IL Zip: 60603

7. Total fee (37 CFR 3.41).....\$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

George E. M. Stiller  
Name of Person Signing                      Signature                      Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

08/24/2001 LMJELLER 00000003 1496457  
01 FC:481 40.00 OP  
02 FC:482 25.00 OP

**BLANKET CONVEYANCE  
BILL OF SALE  
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Blanket Conveyance, Bill of Sale, and Assignment and Assumption Agreement dated as of May 31, 2001 (this "Agreement"), is by GM ACQUISITION CO., L.L.C., a Delaware limited liability company ("Grantor"), in favor of GRO-MAR INDUSTRIES, INC., an Illinois corporation ("Grantee").

WHEREAS, pursuant to a certain Plan and Agreement of Merger between Grantor and Grantee dated concurrently herewith, Grantor is being merged into Grantee (the "Merger").

WHEREAS, in connection with the Merger, Grantor desires to transfer, assign and convey all of the assets and the business of Grantor, including without limitation, all accounts and accounts receivable, machinery, equipment, furniture, furnishings, fixtures and inventory; all general intangibles and contract rights, goodwill, investment property, computer software, contracts, licenses, permits, insurance policies and claims, trade names, trademarks, service marks, logos, copyrights and any and all property (real or personal) used in connection with or otherwise related to the operations of Grantor (collectively, the "Assets") to Grantee on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the receipt of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged and confessed by Grantor, Grantor does hereby, BARGAIN, SELL, ASSIGN, CONVEY, TRANSFER, SET OVER, and DELIVER to Grantee, its successors and assigns, all of its right, title and interest to the Assets, subject to any and all existing liabilities, liens, claims or encumbrances.

TO HAVE AND TO HOLD the Assets unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself and its successors and assigns, to QUIT CLAIM, all and singular title to the Assets unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

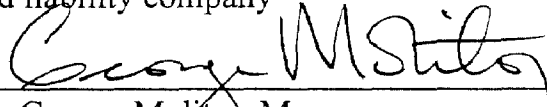
Grantee for itself, its successors and assigns, hereby assumes from Grantor any and all obligations and liabilities related to the Assets.

This agreement and the rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the internal laws of the State of Illinois, without giving effect to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its duly authorized officer, and Grantee has joined in the execution of this Agreement by its duly authorized officer, as of the day first written above for the purposes hereinabove described and, if executed in a number of counterparts, all shall be read together and construed as but one and the same instrument.


**GRANTOR:**

GM ACQUISITION CO., L.L.C., a Delaware  
limited liability company

By:   
George Molitor, Manager

**GRANTEE:**

GRO-MAR INDUSTRIES, INC., an Illinois  
corporation

By:   
George Molitor, President

**BLANKET CONVEYANCE  
BILL OF SALE  
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Blanket Conveyance, Bill of Sale, and Assignment and Assumption Agreement dated as of May 31, 2001 (this "Agreement"), is by GM ACQUISITION CO., L.L.C., a Delaware limited liability company ("Grantor"), in favor of GRO-MAR INDUSTRIES, INC., an Illinois corporation ("Grantee").

WHEREAS, pursuant to a certain Plan and Agreement of Merger between Grantor and Grantee dated concurrently herewith, Grantor is being merged into Grantee (the "Merger").

WHEREAS, in connection with the Merger, Grantor desires to transfer, assign and convey all of the assets and the business of Grantor, including without limitation, all accounts and accounts receivable, machinery, equipment, furniture, furnishings, fixtures and inventory; all general intangibles and contract rights, goodwill, investment property, computer software, contracts, licenses, permits, insurance policies and claims, trade names, trademarks, service marks, logos, copyrights and any and all property (real or personal) used in connection with or otherwise related to the operations of Grantor (collectively, the "Assets") to Grantee on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the receipt of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged and confessed by Grantor, Grantor does hereby, BARGAIN, SELL, ASSIGN, CONVEY, TRANSFER, SET OVER, and DELIVER to Grantee, its successors and assigns, all of its right, title and interest to the Assets, subject to any and all existing liabilities, liens, claims or encumbrances.

TO HAVE AND TO HOLD the Assets unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself and its successors and assigns, to QUIT CLAIM, all and singular title to the Assets unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

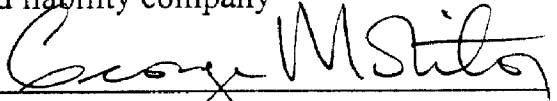
Grantee for itself, its successors and assigns, hereby assumes from Grantor any and all obligations and liabilities related to the Assets.

This agreement and the rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the internal laws of the State of Illinois, without giving effect to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its duly authorized officer, and Grantee has joined in the execution of this Agreement by its duly authorized officer, as of the day first written above for the purposes hereinabove described and, if executed in a number of counterparts, all shall be read together and construed as but one and the same instrument.

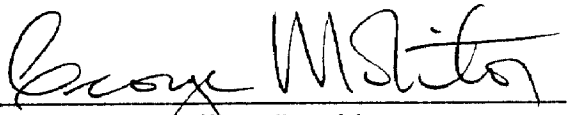
**GRANTOR:**

GM ACQUISITION CO., L.L.C., a Delaware limited liability company

By:   
George Molitor, Manager

**GRANTEE:**

GRO-MAR INDUSTRIES, INC., an Illinois corporation

By:   
George Molitor, President