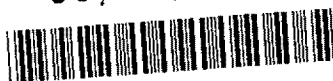


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 8-5-9

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the state of incorporation of Wal-Mart Stores, Inc. to Delaware and not Georgia as previously recorded on Reel 002045 Frame 0095. Assignor(s) hereby confirms the assignment document lists the correct state of Wal-Mart incorporation; however, a typo was made in the recordation filing.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pennington Seed, Inc. of Nebraska		01/05/2000	CORPORATION: NEBRASKA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wal-Mart Stores, Inc.
<b>Street Address:</b>	702 SW 8th St.
<b>City:</b>	Bentonville
<b>State/Country:</b>	ARKANSAS
<b>Postal Code:</b>	72716-0520
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1673175	ELIMINATOR

**CORRESPONDENCE DATA**

Fax Number: (479)227-5889  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 479-273-4505  
 Email: uatm@walmartlegal.com

Correspondent Name: Danica Aposta  
 Address Line 1: 702 SW 8th Street  
 Address Line 4: Bentonville, ARKANSAS 72716-0520

<b>NAME OF SUBMITTER:</b>	Danica Aposta
<b>Signature:</b>	/Danica Aposta/
<b>Date:</b>	05/05/2011

Total Attachments: 3  
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OP \$40.00 1673175

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FAX NO:

F. D3

## AGREEMENT

This Agreement made this 5 day of JAN, 2000, by and between Pennington Seed, Inc., Pennington Enterprises, Inc., Pennington Seed, Inc. of Nebraska, and Gaydos, Inc. (hereinafter jointly and severally referred to as "Pennington"), and Wal-Mart Stores, Inc. (hereinafter referred to as "Wal-Mart").

WHEREAS, Pennington and Wal-Mart wish to assign the ELIMINATOR mark to Wal-Mart and enter into an agreement for Pennington to produce ELIMINATOR products for Wal-Mart Stores, Inc.

NOW, in Consideration of the sum of \$1.00 the receipt and sufficiency of which are hereby acknowledged by the parties hereto and in further consideration of the mutual covenants contained herein, it is agreed as follows:

1. Pennington hereby irrevocably assigns Federal Certificate of Registration # 1673175 on the mark ELIMINATOR to Wal-Mart.
2. Pennington hereby irrevocably assigns any and all state and common law rights to the mark ELIMINATOR to Wal-Mart.
3. Wal-Mart agrees to allow Pennington to produce all ELIMINATOR lawn and garden insecticide, herbicide, and fertilizer products so long as Pennington maintains competitive pricing, quality products, and acceptable service. The final decision as to whether Pennington meets the pricing, quality, and service requirements is Wal-Mart's alone. However, Wal-Mart agrees not to change manufacturers in an arbitrary or capricious manner.
4. Should Pennington elect not to produce ELIMINATOR products, then Wal-Mart would be free to change to the manufacturer of their choice.
5. Pennington agrees to assume the potential liability of excess packaging and inventory so long as Wal-Mart meets their annual purchase forecasts. Should Wal-Mart, however, elect to discontinue or change manufacturers on the mark, Wal-Mart would agree to either:
  - a) Require the new manufacturer to purchase Pennington's inventory and packaging
  - Or
  - b) Issue orders to Pennington to sell through existing packaging and inventory.

The purpose and intent of the above language purports to protect Pennington from packaging and/or inventory exposure up to the annual forecast agreed upon by the parties. Packaging and inventory bought or produced beyond the annual forecast is not protected by Wal-Mart.

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P. 02

**ASSIGNMENT OF TRADEMARKS AND TRADE NAMES**

Pennington Seed Inc. of Nebraska, a Nebraska Corporation, having its principal place of business at Pennington Road, Sidney, Nebraska (the "Assignor"), and having adopted, used, and is the owner of certain trade names and trademarks described more fully below, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Sells, assigns, and transfers to Wal-Mart Stores, Inc., a Delaware corporation, having its principal place of business at 702 Southwest Eighth Street, Bentonville, Arkansas 72716 (the "Assignee"), the entire right, title, and interest, in and to the trade name "ELIMINATOR" and to the following trademarks, together with the goodwill of the business symbolized by said trademarks:

ELIMINATOR, Reg. No. 1673175

Assignor warrants and covenants that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed, has been or will be made to others by the Assignor or any predecessor in title thereto and that the full right to convey the same as herein expressed is possessed thereby.

To be binding on the successors and assigns of the Assignor and to extend to the successors, assigns, and nominees of the Assignee.

Pennington Seed, Inc. of Nebraska

By: [Signature]

Date: 1/5/00

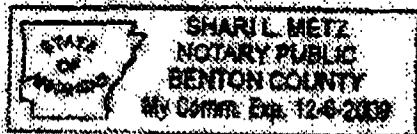
[Signature]

1/6/00

STATE OF ARKANSAS

COUNTY OF BENTON

On this 5th day of January, 2000 personally appeared Brock P. Pennington to me known and known to me to be President of Pennington Seed, Inc. of Nebraska, the Assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of said Assignor and pursuant to authority duly received.



[Signature]  
Notary Public

My Commission Expires: 12-6-09

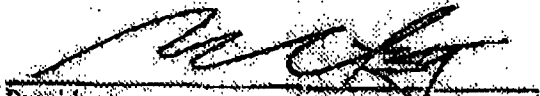
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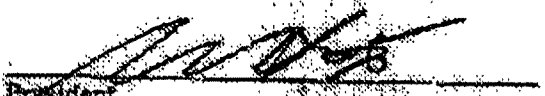
- 6. Should Wal-Mart decide to discontinue or abandon the mark, Wal-Mart would maintain ownership of the mark and work through existing inventories and/or packaging pursuant to item #5 above.
- 7. Pennington warrants that there are no known or unknown infringements at this time. Pennington will assume and indemnify Wal-Mart for known or unknown infringements existing at the time of transfer. Wal-Mart will assume liability for any infringements that occur from the time of transfer into the future. Should an infringement issue arise, Wal-Mart and Pennington will work together to resolve the infringement issue in the best interest of both parties with Wal-Mart having the final authority or decisions regarding the trademark.

Pennington Seed, Inc.



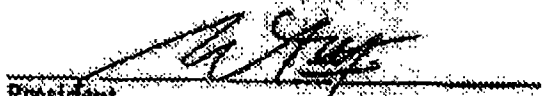
\_\_\_\_\_  
President

Pennington Seed, Inc.  
Fka Pennington Enterprises, Inc.



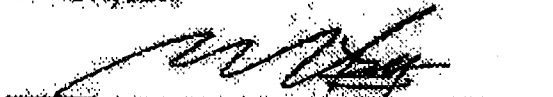
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President

Pennington Seed Inc. of Nebraska

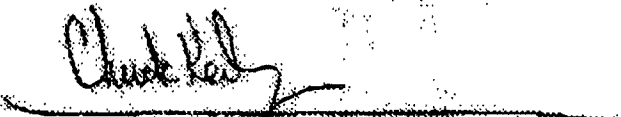


\_\_\_\_\_  
President

Gro Tec, Inc.



\_\_\_\_\_  
President



\_\_\_\_\_  
VP. Opp. Wal-Mart