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To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.		
Name of conveying party(ies):	2. Name and address of receiving party(ies)		
United Industries Corporation	Name: Rex Realty Co.		
	Internal Address:		
Additional name(s) of conveying party(ies) attached? Yes No			
3. Nature of conveyance:			
Assignment Merger	Street Address: 7701 Forsyth Boulevard		
Security Agreement Change of Name			
Other	Suite 1125		
	City: St. Louis State: MO Zip: 63105		
02/01/02	City. State. Zip. 33705		
Execution Date:	Additional name(s) & address(es) attached? Yes V No		
4. Application number(s) or patent number(s):			
•	cation, the execution date of the application is:		
A. Patent Application No.(s)	B. Patent No.(s) 4,720,224; 5,413,441; 5,733,083; 5,807,051		
	·		
Additional numbers attached? Yes ✓ No			
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 4		
Deter S. Gileton	7. Total fee (37 CFR 3.41)\$_160.00		
Name: Greensfelder, Hemker &	<b>✓</b> Enclosed		
Internal Address:	Authorized to be charged to deposit account		
Gale, P.C.	Authorized to be charged to deposit deserving		
	Authorized to be charged to depend on the property of the prop		
40 Coult Broadway	8. Deposit account number:		
Street Address:10 South Broadway	07-1985 (Any Deficiencies)		
Suite 2000	SE		
City: St. Louis State: MO Zip: 63102	REC CTI		
DO NOT USE THIS SPACE			
9. Signature.			
12 Feb 2002			
Peter S. Gilster, Reg. No. 23,337	Signature Date		
Name of Person Signing	ver sheet, attachments, and documents:		

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231 Total number of page

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DOCKET NO.: 79146-88023

## **ASSIGNMENT**

THIS ASSIGNMENT, made effective as of the /57 day of February,
2002, by United Industries Corporation, a corporation incorporated under the laws of the State of
Delaware, having offices at 8825 Page Avenue, St. Louis, Missouri 63114 ("ASSIGNOR"), and
Rex Realty Co., a Delaware corporation, having its principal offices at 7701 Forsyth Boulevard,
Suite 1125, St. Louis, Missouri 63105 ("ASSIGNEE");

WHEREAS, ASSIGNOR is the owner of the entire right, title and interest in the United States Letters Patents identified in the attached Schedule A attached hereto and by reference incorporated herein (hereinafter called the "Assigned Patent Rights") as reflected by the assignment records of the United States Patent and Trademark Office; and,

WHEREAS, ASSIGNEE is desirous of acquiring, and ASSIGNOR is willing to convey, all rights in and ownership of said Assigned Patent Rights.

NOW, THEREFORE, for and in consideration of payment by ASSIGNEE to ASSIGNOR of the sum of one Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR, by these presents does hereby sell, assign and transfer to ASSIGNEE, and any successors, assigns, nominees and/or legal representatives of ASSIGNEE, the entire right, title and interest for the United States of America, its territories and possessions, and in all foreign countries, in and to said Assigned Patent Rights, and any and all foreign countries, including the right to claim priority under any International Convention and the right to sue for any past infringement, and in and to any and all continuations, divisions, reissues, reexaminations, renewals and/or substitutes of said Letters Patents in the United States of America and/or any and all foreign countries.

ASSIGNOR hereby covenants that no assignment, sale agreement, license, or encumbrance has been or will be made or entered into that would conflict with, or limit the rights granted under this Assignment.

ASSIGNOR further covenants that ASSIGNOR will promptly provide to ASSIGNEE, upon ASSIGNEE's request, all pertinent facts and documents relating to said Assigned Patent Rights, foreign counterparts and legal equivalents as may be known and accessible to

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PATENT REEL: 012641 FRAME: 0399 ASSIGNOR and ASSIGNOR will testify as to the same in any interference, litigation, or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits necessary or desirable to vest and/or record title in ASSIGNEE or for ASSIGNEE to apply for, perfect, maintain, issue and/or enforce any of said Assigned Patent Rights, counterparts and/or legal equivalents thereof and/or any Letters Patents granted thereon.

IN WITNESS WHEREOF, ASSIGNOR, by a duly authorized officer, has executed this Assignment effective the day and year first above written.

By: icusor lellate	J
Louis N. Laderman	·
(type or print name)	
Title: Vice-President, Secretary and	General Counsel
Date: February 1, 2002	
STATE OF Missoure)	
COUNTY OF St. Hous)	SS:

)

On this \_\_\_\_\_\_ day of \_\_\_\_\_ further, 2002, personally appeared before me Louis N. Laderman known to me to be the Vice-President, Secretary and General Counsel of United Industries Corporation, the ASSIGNOR above named, and acknowledged that he executed the foregoing Assignment on behalf of said ASSIGNOR and pursuant to authority duly received.

Cyrthia a. Delia Novary Public

NOTATION TO

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ASSIGNOR:

## SCHEDULE A TO ASSIGNMENT

The following United States Letters Patents (the "Assigned Patent Rights") are assigned effective February 1 2002, under the terms of the attached Assignment:

PATENT NO.	ISSUE DATE	TITLE
4,720,224	January 9, 1988	Sleeve Anchor
5,413,441	May 9, 1995	Hybrid Eccentric Wedge Anchor
5,733,083	March 31, 1998	Adhesive Insert Anchor
5,807,051	September 15, 1998	Adhesive Insert Anchor

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**RECORDED: 02/25/2002** 

PATENT REEL: 012641 FRAME: 0401