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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings



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and original documents or copy thereof.

1. Name of conveying party(ies):
Pursell Industries, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: March 14, 1997

2. Name and address of receiving party(ies)
Name: Pursell Technologies, Inc.

Internal Address: P.O. Box 1187

Street Address: 203 West Fourth Street

City: Sylacauga State: AL ZIP: 35150

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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
See Attachment

B. Trademark Registration No.(s)
See Attachment

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Theodore A. Breiner

Internal Address: P.O. Box 19290

Street Address: 115 North Henry Street

City: Alexandria State: VA ZIP: 22320

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
02-3690

(Attach duplicate copy of this page if paying by deposit account)

10/26/1999 NTHAI1 0000341 023690 508395

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:481 200.00 CH

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.

Theodore A. Breiner
Name of Person Signing

Signature

October 22, 1999
Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK
REEL: 001979 FRAME: 0940

ATTACHMENT TO RECORDATION FORM COVER SHEET
FOR ASSIGNMENT FROM
PURSELL INDUSTRIES TO PURSELL TECHNOLOGIES

REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>
BIG CROP	508,395
FERTILIZERS OF THE FUTURE	1,896,721
K-KOTE	1,542,143
NITRAZINE	1,445,764
NURSERY BLEND	1,776,958
POLYGRAPH	2,031,741
PRO-START	1,101,103
PURSELL	1,446,947
PURSELL'S	2,011,233
STAR	1,363,868
SULFURKOTE	1,156,017

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of March ~~14~~, 1997, is from PURSELL INDUSTRIES, INC., an Alabama corporation ("Assignor"), to PURSELL TECHNOLOGIES, INC., an Alabama corporation ("Assignee").

WITNESSETH:

WHEREAS, In connection with that certain Agreement and Plan of Reorganization, dated as of March ~~14~~, 1997 (the "Reorganization Agreement"), which Reorganization Agreement is incorporated herein by this reference for all purposes, Assignor has agreed to transfer to Assignee certain trademarks of Assignor, as more particularly described herein.

WHEREAS, In accordance with the Reorganization Agreement, Assignor desires to assign to Assignee all right, title and interest in and to the trademarks and related United States trademark registrations and pending applications identified on Appendix 1 attached hereto (collectively, the "Trademarks"), together with any and all goodwill of the business associated with the Trademarks;

WHEREAS, Assignee desires to acquire the Trademarks and all goodwill of the business associated therewith from Assignor; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademarks to Assignee.

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are part of this Assignment), \$10.00 in hand paid, the mutual covenants 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 has adopted, used and is using the Trademarks and hereby assigns to Assignee all right, title and interest in and to the Trademarks worldwide, together with (i) the goodwill and the business symbolized by the Trademarks and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademarks. Assignee agrees to license certain of the Trademarks to Assignor pursuant to a Trademark License Agreement to be entered into between the parties.

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 Trademarks and all other rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized representatives, all as of the day and year first above written.

ASSIGNOR:

PURSELL INDUSTRIES, INC.

By: Taylor Purcell
TAYLOR PURSELL, President

Sworn to and subscribed
before me this 14 day
of MARCH, 1997.

Marlisa D. Spencer
Notary Public

[NOTARY SEAL]

My Commission Expires:
Notary Public, DeKalb County, Georgia
My Commission Expires March 6, 1998

APPROVED AND ACCEPTED BY:

ASSIGNEE:

PURSELL TECHNOLOGIES, INC.

By: David H. Purcell
DAVID H. PURSELL, President

Sworn to and subscribed
before me this 14 day
of MARCH 1997.

Marlisa D. Spencer
Notary Public

[NOTARY SEAL]

My Commission Expires:

Notary Public, DeKalb County, Georgia
My Commission Expires March 6, 1998
29131.0001.1*CONDMSIS_MCBRAY\0043323.01

Rev. March 14, 1997

APPENDIX 1

<u>Trademark</u>	<u>Registration or Application No.</u>
AGAP	NO APPLICATION
BIG CROP	R508,395
CONNOISSEURS OF MANURES	NO APPLICATION
DAILY DOSE	74/619,142
FERTILIZERS OF THE FUTURE	R1,896,721
GAP	75/083,464
GREENSKOTE- Japan	JR2,373,312
It's the Green Stuff	NO APPLICATION
K-KOTE	R1,542,143
NITRAZINE	R1,445,764
NOTHING GREENS LONGER	74/539,843
NURSERY BLEND	R1,776,958
NURSERY SUPREME	75/004,108
POLYGRAPH	2,031,741
PRO USE	NO APPLICATION
PRO-START	R1,101,103
PS4	75/008,298
PURSELL	R1,446,947
PURSELL'S	R2,011,233
STAR	R1,363,868
SULFURKOTE	R1,156,017
SULFURKOTE - Canada	CA373,240
SULFURKOTE - Japan	NO APPLICATION

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Rev. March 14, 1997