

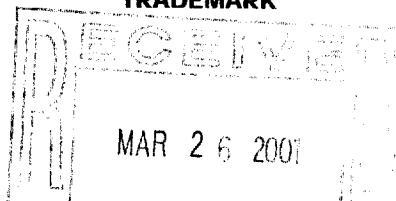
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-11-2001



101660013

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



3-26-01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

04/10/2001 101AZ1 00000172 686131

FOR OFFICE USE ONLY

115E

01 FC:481 40.00 DP
02 FC:482 75.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002268 FRAME: 0005

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="686,131"/>	<input type="text" value="2,304,658"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="807,450"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="834,914"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Brian M. Davis

Name of Person Signing

Signature

March 20, 2001

Date Signed

THE SECURITY INTEREST AND LIEN GRANTED TO LOWE'S COMPANIES, INC. UNDER THIS AGREEMENT IS SUBORDINATED PURSUANT TO THE TERMS OF THE LETTER AGREEMENT DATED NOVEMBER 30, 2000 AMONG PURSELL INDUSTRIES, INC., BFC ACQUISITION CORPORATION, VIGORO ACQUISITION CORP., LOWE'S COMPANIES, INC., WACHOVIA BANK, N.A. AND FLEET CAPITAL CORPORATION, AS THE SAME MAY BE AMENDED FROM TIME TO TIME. IN THE EVENT THAT ANY PROVISIONS OF THIS AGREEMENT CONFLICT WITH SUCH LETTER AGREEMENT, THE PROVISIONS OF THE LETTER AGREEMENT SHALL CONTROL.

**ASSIGNMENT AND GRANT OF SECURITY INTEREST
IN TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Pursell Industries, Inc., a Delaware corporation, having a mailing address at 201 West Fourth Street, P.O. Box 540, Sylacauga, Alabama 35150 ("Assignor"), hereby assigns and grants to Lowe's Companies, Inc., a North Carolina corporation with a mailing address at P.O. Box 1111, Highway 268 East (28659), North Wilkesboro, North Carolina 28656-0001 ("Assignee"), a security interest in all of Assignor's right, title and interest in, to and under the following:

(i) each trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, referred to in Schedule A attached hereto and incorporated herein (each, individually, a "Trademark");

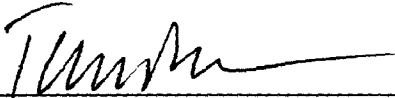
(ii) all products and proceeds of the foregoing, including any claim by Assignor against third parties for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark.

THIS ASSIGNMENT is granted in conjunction with the security interests granted to Assignee pursuant to the Amendment to Proprietary Brand Agreement between Assignor and Assignee dated as of November 30, 2000, as the same may be amended, supplemented or modified from time to time (the "Amendment").

The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Amendment, all terms and provisions of which are incorporated herein by reference. In the event that any of the provisions of this Assignment and Grant of Security Interest in Trademarks are deemed to conflict with the Amendment, the provisions of the Amendment shall govern.

IN WITNESS WHEREOF, the undersigned has executed this Assignment and Grant of Security Interest in Trademarks as of the 30th day of November, 2000.

PURSELL INDUSTRIES, INC., as Assignor

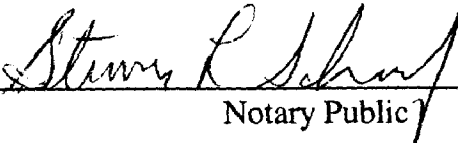
By: 
Name: Taylor Pursell
Title: Chairman

STATE OF GEORGIA

COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 30th day of November, 2000 by Taylor Pursell as Chairman of Pursell Industries, Inc., on behalf of Pursell Industries, Inc.

My commission expires:
Notarial Seal


Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires April 27, 2004

SCHEDULE A

TRADEMARKS

<u>Registration No.</u>	<u>Jurisdiction</u>	<u>Registration Date</u>	<u>Mark</u>
686,131	U.S.	October 6, 1959	STA-GREEN (Stylized)
807,450	U.S.	April 26, 1966	STA-GREEN & Design
834,914	U.S.	March 1, 1966	STA-GREEN
2,304,658	U.S.	December 28, 1999	STA-GREEN

TRADEMARK APPLICATIONS

None