02-01-2002

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

(Rev. 03/01) 101967361 OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇒ ⇒ ⇒ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) Pursell Industries, Inc. Name: Lowe's Companies, Ind Internal Address Association Individual(s) Street Address: 201 West Fourth Street General Partnership Limited Partnership City: Sylacauga State: AL Zip: 35150 Corporation-State Other Individual(s) citizenship_____ Association Additional name(s) of conveying party(ies) attached? \(\square\) Yes \(\square\) No General Partnership 3. Nature of conveyance: Limited Partnership Assignment Delaware Corporation-State_ Security Agreement Change of Name Other_ K Other Release of Security Interests If assignee is not domiciled in the United States, a domestic representative designation is attached: 🖳 Yes 🖫 No in Trademarks Execution Date: December 19, 2001 (Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No 4. Application number(s) or registration number(s): B. Trademark Registration No.(s) 0686131; 0807450; 0834914; A. Trademark Application No.(s) 2304658 Additional number(s) attached 🖳 Yes 🏝 5. Name and address of party to whom correspondence 6. Total number of applications and registrations involved: concerning document should be mailed: Seth Traxler, Esq. 7. Total fee (37 CFR 3.41).....\$115.00 Kirkland & Ellis Internal Address: Enclosed Authorized to be charged to deposit account 8. Deposit account number: 200 E. Randolph Drive, Street Address: 22 - 0440Suite 5300 (Attach duplicate copy of this page if paying by deposit account) Zip: 60601 City: Chicago State: IL 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. January /8. 2002 Seth Traxler Date

01/31/2002 GTOW11 00000252 0686131

Form **PTO-1594**

Total number of pages including cover sheet, attachments, and document ail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

40.00 0

Name of Person Signing

01 FC:481 75.00 D 02 FC:482

> TRADEMARK REEL: 002434 FRAME: 0585

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of December 14, 2001 ("Effective Date") by and between Pursell Industries, Inc., a Delaware corporation, with its principal office at 201 West Fourth Street, Sylacauga, Alabama 35150 ("Grantor"), and Lowe's Companies, Inc., a North Carolina corporation, with its principal office at P.O. Box 1111, Highway 268 East, North Wilkesboro, North Carolina 28659 ("Grantee").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Grantee dated November 30, 2000 (the "Trademark Security Agreement"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, and all of the trade names and assumed names owned by Grantor (collectively, the "Trademarks"), including, without limitation, the United States and foreign trademark registrations and applications set forth on Schedule A attached hereto, together with the goodwill associated therewith;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("<u>PTO</u>") on April 11, 2001, at Reel 2268, Frames 0005-0009;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register the foregoing, or any trade name or assumed name, other than those of the foregoing set forth on Schedule A (attached hereto), in any jurisdiction throughout the world.

Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

TRADEMARK
REEL: 002434 FRAME: 0586

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

LOWE'S COMPANIES, INC.	
John & Kashera	177
Signature	
Name: John L. Kasberger	
Title: Senior Vice President-Merch	andising
STATE OF NORTH CAROLINA)) SS.
COUNTY OF WILKES	
On this 19th day of December	er, 2001 there appeared before me John L. Rasherger
•	owledged that he signed the foregoing Release as his d with full authority of Lowe's Companies, Inc.
	June Lavier Winder
	Notary Public

SCHEDULE A

Trademarks

Reg. No.	Country	Reg. Date	Mark
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

A - 1

RECORDED: 01/18/2002

TRADEMARK REEL: 002434 FRAME: 0588