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

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): 1.18.02 Vigoro Acquisition Corp. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: United Industries Corp. Internal Address: Street Address: 8825 Page Avenue City: St. Louis State: MO Zip: 63114 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Delaware [] 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

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: December 14, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Attached Schedule B. Trademark Registration No.(s) See Attached Schedule Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Seth Traxler, Esq. Internal Address: Kirkland & Ellis Street Address: 200 E. Randolph Drive, Suite 5300 City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 36 7. Total fee (37 CFR 3.41): \$ 915.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 22-0440 (Attach duplicate copy of this page if paying by deposit account)

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. Seth Traxler Signature January 18, 2002 Date Name of Person Signing [7] Total number of pages including cover sheet, attachments, and document:

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

01/31/2002 6T0W11 00000255 1878371

01 FC:481 02 FC:482

40.00 OP 875.00 OP

TRADEMARK REEL: 002434 FRAME: 0589

SCHEDULE A**U.S. TRADEMARK REGISTRATIONS**

Trademark No.	Mark
1,878,371	All American
1,471,840	Bed Mix
597,254	Brimm
1,670,932	Clover (banner design)
838,194	Clover (design)
2,061,087	Deep Green
1,381,951	Deep Green
2,372,023	Deep Green Whatever the Weather
254,044	End-O-Pest
830,067	Fun
1,730,497	Green Turf
879,341	Gro-Tone
766,977	Gro-Tone
1,682,555	Gro-Tone (and design)
758,018	Holiday
70,947	Ideal
1,883,208	Lawn Master
1,998,487	Mag Pop
768,071	Mr. Turf's
1,730,493	Nature's Best
977,977	Nature's Best (logo)
1,232,391	Park Ridge
2,110,922	Pro-Grass
782,658	Southland
834,949	Suburban
801,170	Treasure
2,067,899	V-Cote
822,216	Vigoro
186,125	Vigoro
2,230,960	Vigoro
2,266,583	Vigoro
2,163,609	Vigoro (flower design)
185,693	Vitogro

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Application No.	Mark
75/874,746	Bloom Master
75/661,546	End-O-Pest
76/275,879	Vigoro Ultra Grow

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 14, 2001 ("Effective Date") by and between Vigoro Acquisition Corp., a Delaware corporation, with its principal office at 201 West Fourth Street, Sylacauga, Alabama 35150 ("Assignor"), and United Industries Corp., a Delaware corporation, with its principal office at 8825 Page Ave., St. Louis, Missouri 63114 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated December 10, 2001 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, in each case, together with all goodwill associated therewith, (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, including, without limitation, any registrations and applications therefor, and any renewals and extensions of the registrations for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Marks.

Assignor shall execute and deliver any other documentation reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede, and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants, and obligations of the parties contained in the Agreement or the survival thereof.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

VIGORO ACQUISITION CORP.

UNITED INDUSTRIES CORP.

[Signature]

[Signature]

Name: Taylor Pursell

Name: Robert L. Caulk

Title: Vice Chairman

Title: President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 14 day of December, 2001, there appeared before me TAYLOR PURSELL, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Vigoro Acquisition Corp.

"OFFICIAL SEAL"

Mary E. Keleher
Notary Public, State of Illinois
Commission Expires May 27, 2007

Mary E. Keleher
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 14 day of December, 2001, there appeared before me Robert L. Caulk, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of United Industries Corp.

Mary E. Keleher
Notary Public

"OFFICIAL SEAL"

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