

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bayer Healthcare LLC		02/16/2005	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	United Industries Corporation		
Street Address:	2150 Schuetz Road		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63146		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1757957	BACKWOODS CUTTER	
Registration Number:	1341985	CUTTER	
Serial Number:	78523461	CUTTER ADVANCED	
Serial Number:	78523640	CUTTER CLEAN	
Serial Number:	78523632	CUTTER COMPLETE	
CORRESPONDENCE DATA			
Fax Number:	(617)772-8333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	kevin.smith@weil.com, phyllis.eremitaggio@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/oKevin Sullivan		
Address Line 1:	100 Federal Street, 34th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Kevin Sullivan		

CH \$140.00 1757957

Signature:	/Kevin Sullivan/
Date:	03/01/2005
Total Attachments: 9 source=Bayer-United TM#page1.tif source=Bayer-United TM#page2.tif source=Bayer-United TM#page3.tif source=Bayer-United TM#page4.tif source=Bayer-United TM#page5.tif source=Bayer-United TM#page6.tif source=Bayer-United TM#page7.tif source=Bayer-United TM#page8.tif source=Bayer-United TM#page9.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of this 16th day of February, 2005 ("Effective Date"), is from Bayer Healthcare LLC, a limited liability company organized under the laws of Delaware ("Assignor"), to United Industries Corporation, a corporation organized under the laws of Delaware ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and trademark applications listed in the attached Schedule A (the "Assigned Trademarks").

WHEREAS, Assignee desires to acquire the Assigned Trademarks, and Assignor desires to assign the Assigned Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor does hereby sell, assign and transfer to Assignee its entire worldwide right, title and interest in the Assigned Trademarks, together with the goodwill connected with and symbolized by the Assigned Trademarks, or to which the Assigned Trademarks pertain, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. This Assignment is binding upon, and inures to the benefit of, Assignor, Assignee and their respective legal representatives, successors and assigns.
3. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record this Assignment, as to the Assigned Trademarks herein referred to.
4. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Trademarks.
5. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Trademark Purchase and Sale Agreement dated as of February 16, 2005.

6. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.
7. Upon reasonable request by Assignee, Assignor will execute any and all additional documents and take other action, at Assignee's expense, as may be necessary or desirable to record or memorialize the assignments of the Assigned Trademarks set forth herein, in the United States or other foreign jurisdictions, as applicable, and to vest in Assignee such right, title, and interest in and to the Assigned Trademarks as granted to Assignee.

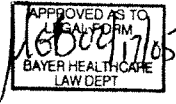
[Signatures on Following Page]

**CONFIDENTIAL
EXECUTION COPY**

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

BAYER HEALTHCARE LLC

By: J. Akers
Name: J. A. AKERS
Title: E.V.P.

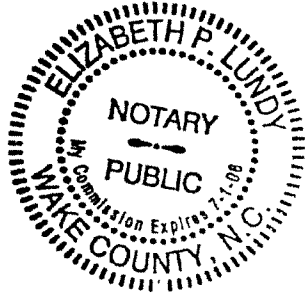


SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

**TRADEMARK
REEL: 003036 FRAME: 0440**

STATE OF North Carolina)
) :SS
COUNTY OF Wake)

The foregoing instrument was acknowledged before me this 18th day of February, 2005, by Joseph A. Akers of Bayer Healthcare LLC, as his/her act and deed, and the free act and deed of Bayer Healthcare LLC.



Elizabeth P. Lundy
Notary Public:
My commission expires: July 01, 2006

Schedule A

TRADEMARKS

See Attached Report

SCHEDULE A TO TRADEMARK ASSIGNMENT (REV)

TM/ID	Trademark	Country	Registered Owner	Classes	App No./App date	Reg No/ Reg Date	Status	Next Renewal
4268	BACKWOODS CUTTER	United States of America	Bayer HealthCare LLC	5	74292544 Jul-09-1992 2423906	1757957 Mar-16-1993 1935955	REG	Mar-16-2013
1497	CUTTER	Argentina	Bayer HealthCare LLC	5	184437	May-12-1960 B184437	REG	Jun-26-2013
12839	CUTTER	Australia	Bayer HealthCare LLC	5	Nov-28-1963 AM 234780	Nov-28-1977 96523	REG	Nov-28-2008
11361	CUTTER	Austria	Bayer HealthCare LLC	5, 10	Aug-26-1980	Apr-30-1981	REG	Apr-30-2011
3066	CUTTER	Barbados	Bayer HealthCare LLC	5		81780	REG	Jan-23-2007
266	CUTTER	Benelux	Bayer HealthCare LLC	5, 10	Jan-22-1987 44705	Jan-23-1987 369911	REG	Nov-28-2010
11263	CUTTER	Benelux	Bayer HealthCare LLC	1	Nov-28-1980 549321	Nov-28-1980 60726	REG	Sep-28-2013
5155	CUTTER	Bermuda	Bayer HealthCare LLC	5	Sep-28-1971	Sep-28-1971 10879	REG	Feb-20-2008
685	CUTTER	Bolivia	Bayer HealthCare LLC	5		Feb-20-1987 55901-A Mar-03-1950	REG	Mar-03-2010
3970	CUTTER	Canada	Bayer HealthCare LLC		160753 Nov-22-1932	UCA2000 Nov-22-1932	REG	Nov-22-2007
238100	CUTTER	China	Bayer HealthCare LLC	5	3031717	3031717	REG	Jan-06-2013
7989	CUTTER	Colombia	Bayer HealthCare LLC	5	Apr-09-2002 92-331474	Jan-07-2003 36140 Nov-02-1955	REG	Nov-02-2010

TMID	Trademark	Country	Registered Owner	Classes	App No /App date	Reg No/ Reg Date	Status	Next Renewal
2068	CUTTER	Denmark	Bayer HealthCare LLC	1, 5, 10	VA 1980 03909	VR 1984 00107	REG	Jan-06-2014
7114	CUTTER	Ecuador	Bayer HealthCare LLC	5	Sep-04-1980 20993	Jan-06-1984 582191	REG	Apr-01-2006
11041	CUTTER	Finland	Bayer HealthCare LLC	1, 5, 10	1980 04524	86050	REG	Jul-05-2013
3405	CUTTER	France	Bayer HealthCare LLC	5, 10	Aug-26-1980 249449	Jul-05-1983 1627607	REG	Nov-14-2010
5887	CUTTER	Germany	Bayer HealthCare LLC	1, 5	Nov-14-1990 C29605	Nov-14-1990 1021554	REG	Aug-31-2010
960	CUTTER	Greece	Bayer HealthCare LLC	5, 10	Aug-21-1980 67746	Aug-13-1981 67746	REG	Dec-05-2010
2069	CUTTER	Guatemala	Bayer HealthCare LLC	5	Jun-05-1980	Dec-05-1980	REG	Mar-22-2012
11400	CUTTER	Ireland	Bayer HealthCare LLC	5	2443/80	102578	REG	Sep-01-2011
1314	CUTTER	Italy	Bayer HealthCare LLC	1, 5, 10	Sep-01-1980 16212/81	Sep-01-1980 392012	REG	Jan-06-2011
1194	CUTTER	Jamaica	Bayer HealthCare LLC	5	Jan-06-1981 5/4094	Jan-20-1986 22840	REG	Aug-21-2007
13709	CUTTER	Japan	Bayer HealthCare LLC	5	Aug-21-1986 25801/1995	Aug-21-1986 3320580	REG	Jun-06-2007
8715	CUTTER	Korea (South)	Bayer HealthCare LLC	10	Mar-16-1995 7570/1983	Jun-06-1997 107822	REG	Dec-04-2014

TMID	Trademark	Country	Registered Owner	Classes	App No./App date	Reg No./Reg Date	Status	Next Renewal
239817	CUTTER	Netherlands Antilles	Bayer HealthCare LLC	5	200238 Mar-07-2002	08389 Sep-24-2002	REG	Mar-07-2012
3666	CUTTER	Norway	Bayer HealthCare LLC	1, 5, 10	802365 Feb-25-1980	113329 Mar-03-1983	REG	Mar-03-2013
2042	CUTTER	Panama	Bayer HealthCare LLC	5	056443 Apr-18-1991	56443 Jun-22-1992	REG	Jun-22-2012
10177	CUTTER	Paraguay	Bayer HealthCare LLC	5	972875 May-18-1948	218370 Jul-08-1948	REG	Mar-10-2009
11900	CUTTER	Peru	Bayer HealthCare LLC	10	160998 Nov-01-1989	85770 Jun-22-1990	REG	Jun-22-2005
14524	CUTTER	Philippines	Bayer HealthCare LLC	5	118932 Mar-18-1997		PEN	
9157	CUTTER	Spain	Bayer HealthCare LLC	10	960483 Dec-05-1980	960483 Feb-05-1982	REG	Dec-05-2010
11823	CUTTER	St. Lucia	Bayer HealthCare LLC	5	941986 Sep-03-1986	941986 Sep-03-1986	REG	Sep-03-2014
12213	CUTTER	Sweden	Bayer HealthCare LLC	1, 5, 10	Aug-22-1986 198004341	Aug-26-1986 184886	REG	Jan-21-2013
6556	CUTTER	Switzerland	Bayer HealthCare LLC	5, 10	Aug-27-1980 Unknown	Jan-21-1983 308990	REG	Aug-27-2010
1557	CUTTER	Turkey	Bayer HealthCare LLC	5	Aug-27-1980 81/070718	Jun-30-1981 70718	REG	Apr-20-2011
6000	CUTTER	United Kingdom	Bayer HealthCare LLC	5	1004285 Jan-05-1973	1004285 Apr-24-1974	REG	Jan-05-2008
12436	CUTTER	United States of America	Bayer HealthCare LLC	5, 10	73486561 Jun-22-1984	1341985 Jun-18-1985	REG	Jun-18-2005
2287	CUTTER	Uruguay	Bayer HealthCare LLC	5,10	41700 Feb-15-1944	284571 May-25-1966	REG	Apr-30-2006

TMID	Trademark	Country	Registered Owner	Classes	App No./App date	Reg No./Reg Date	Status	Next Renewal
2168	CUTTER & DEVICE	South Africa	Bayer HealthCare LLC	5	64/0064 Jan-07-1964	64/0064 Jan-07-1974	REG	Jan-07-2014
10273	CUTTER & DEVICE	South Africa	Bayer HealthCare LLC	10	77/1546 Apr-13-1977	77/1546 Apr-13-1977	REG	Apr-13-2007
305183	CUTTER ADVANCED	United States of America	Bayer HealthCare LLC	5	78/523461 Nov-29-2004		PEN	
305185	CUTTER CLEAN	United States of America	Bayer HealthCare LLC	5	78/523640 Nov-29-2004		PEN	
305186	CUTTER COMPLETE	United States of America	Bayer HealthCare LLC	5	78/523632 Nov-29-2004		PEN	
5925	CUTTER DEVICE	Finland	Bayer HealthCare LLC	5	T196303135 Apr-10-1963	44087 Feb-19-1965	REG	Feb-19-2005
13067	CUTTER DEVICE	Nicaragua	Bayer HealthCare LLC	5	1920-13497 Dec-23-1964	13947 Dec-23-1964	REG	Dec-22-2014
11637	CUTTER DEVICE	Singapore	Bayer HealthCare LLC	5	T6435082A Jun-04-1964	35082 Jun-04-1964	REG	Jun-04-2009
4723	CUTTER K	Japan	Bayer HealthCare LLC	1, 2, 3, 4, 5, 8, 10, 16, 17, 19, 21, 30	10008	314411	REG	Mar-18-2009
2250	CUTTERGLOBIN	Austria	Bayer HealthCare LLC	5	Apr-28-1938 AM 2038/75	Mar-18-1939 80092	REG	Jun-10-2005
9444	CUTTERGLOBIN	Benelux	Bayer HealthCare LLC	5	36322 Sep-12-1975	Jun-10-1975 334872	REG	Sep-12-2005
132858	CUTTERGLOBIN	Germany	Bayer HealthCare LLC	5	C 24882/5 WZ Jul-05-1975	Sep-12-1975 945489 Jun-10-1976	REG	Jul-31-2015