

**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
	Value Garden Supply, LLC		04/14/2011
			LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	United Industries Corporation		
Street Address:	1 Rider Trail Plaza		
City:	Earth City		
State/Country:	MISSOURI		
Postal Code:	63045		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	3143599	ULTRASTOP
	Registration Number:	2269527	ULTRASTOP
CORRESPONDENCE DATA			
Fax Number:	(314)801-2950		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-683-2469		
Email:	connie.wooten@spectrumbrands.com		
Correspondent Name:	Connie Wooten		
Address Line 1:	1 Rider Trail Plaza		
Address Line 4:	Earth City, MISSOURI 63045		
NAME OF SUBMITTER:	Connie Wooten		
Signature:	/connie wooten/		
Date:	05/12/2011		
Total Attachments: 3 source=ultrastopassignment#page1.tif source=ultrastopassignment#page2.tif source=ultrastopassignment#page3.tif			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment, dated April 14, 2011, is entered into by VALUE GARDEN SUPPLY, LLC, a Missouri limited liability company (the "Assignor"), for the benefit of UNITED INDUSTRIES CORPORATOIN, a Delaware corporation (the "Assignee"). All capitalized words and terms used in this Trademark Assignment and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated as of even date herewith among the Assignee and the Assignor (the Assignor, the "Seller," and such agreement, the "Agreement").

WHEREAS, the Assignee and the Seller have entered into the Agreement, pursuant to which the Seller has agreed to sell, convey, assign, transfer and deliver to the Assignee the Purchased Assets for the consideration and upon the terms and conditions described therein; and

WHEREAS, the Assignor has used the trademarks identified on Schedule A and is the owner of the trademark applications and registrations identified on Schedule A, including the goodwill of the business connected with the use of, and symbolized by, said marks;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee the entire right, title and interest in and to the trademark applications and registrations listed on Schedule A and the trademarks ("Trademarks") which are the subjects thereof, including the goodwill of the business connected with the use of, and symbolized by, said marks, and all past and present rights and powers, statutory and common law, which have accrued or may accrue to Assignor of any and all kind or nature appertaining to the Trademarks.

*[Signature page follows.]*

Witness my hand and seal this 14<sup>th</sup> day of April, 2011.

VALUE GARDEN SUPPLY, LLC

By: [Signature]

Name: W. E GARVEY

Title: President

State of Missouri )

County of Buchanan )

ss.:

On this 14<sup>th</sup> day of April, 2011, before me, Susan L Robbins, personally appeared William E Garvey, of VALUE GARDEN SUPPLY, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Susan L Robbins  
Notary Public

My commission expires:



**SCHEDULE A**

**Trademarks and Logos Owned by Seller**

<b>Trademark</b>	<b>Brief Goods/Services</b>	<b>Ser./Reg./App. No.</b>
<b>ULTRASTOP</b>	Rodenticides	3,143,599
<b>ULTRASTOP</b>	pesticides, insecticides and herbicides for domestic and commercial use	2,269,527