

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UNITED INDUSTRIES CORPORATION		09/01/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	LOWE'S COMPANIES, INC.
<b>Street Address:</b>	1000 LOWE'S BLVD.
<b>City:</b>	MOORESVILLE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28117
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2304658	STA-GREEN
Registration Number:	0834914	STA-GREEN
Registration Number:	0686131	STA-GREEN
Registration Number:	1123884	NURSERY SPECIAL
Registration Number:	1114763	SEED & SOD
Registration Number:	2747031	CRAB-EX
Registration Number:	2946464	CRAB-EX PLUS
Registration Number:	2364953	AQUAGUARD
Registration Number:	1455964	GREENSKOTE
Registration Number:	2298646	SMART SOIL
Registration Number:	3035210	MOISTURE MAX

**CORRESPONDENCE DATA**

Fax Number: (704)757-0713

CH \$290.00 2304658

Phone: 704-758-4132  
Email: antoinette.m.walters@lowes.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: ANTOINETTE M. WALTERS  
Address Line 1: 1000 LOWE'S BLVD.  
Address Line 4: MOORESVILLE, NORTH CAROLINA 28117

ATTORNEY DOCKET NUMBER:	STA-GREEN 1
NAME OF SUBMITTER:	Antoinette M. Walters
Signature:	/antoinette m. walters/
Date:	01/12/2012

Total Attachments: 3  
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## ASSIGNMENT OF TRADEMARK AND COPYRIGHT

**WHEREAS, UNITED INDUSTRIES CORPORATION**, organized and existing under the laws of the State of Delaware, having a principal place of business at 1 Rider Trail Plaza Drive, St. Louis, MO 63045 (hereinafter referred to as "**ASSIGNOR**"), is the exclusive owner of certain rights, title and interest throughout the United States of America and certain foreign jurisdictions with respect to the trademarks listed in the attached Exhibit A (the "**Marks**");

**WHEREAS, LOWE'S COMPANIES, INC.**, organized and existing under the laws of the State of North Carolina, having a principal place of business at 1000 Lowe's Boulevard, Mooresville, North Carolina, 28117 (hereinafter referred to as "**ASSIGNEE**"), is desirous of acquiring from ASSIGNOR the rights in and to such Marks and the associated goodwill therein;

**NOW, THEREFORE**, for good and valuable consideration (including without limitation ASSIGNEE's purchase of certain products of ASSIGNOR), the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby transfers and assigns unto said ASSIGNEE all of its rights, title and interest in and to the Marks, including without limitation any trademark, copyright, and other intellectual property rights, together with the goodwill of the business appurtenant to and symbolized by said Marks and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer and assignment not been made.

ASSIGNOR hereby warrants and covenants that: (a) prior to this Assignment, ASSIGNOR owned, and had the full power and authority to convey, all rights, title and interests in and to the Marks and had not executed any agreement in conflict herewith; (b) to ASSIGNOR's knowledge, the Marks do not infringe any trademark, copyright, or other right of any third party; (c) except as indicated in Exhibit A, ASSIGNOR has neither registered the Marks with the United States Patent and Trademark Office, United States Copyright Office, or any foreign government office nor registered any derivative version of the Marks; (c) except as provided in Exhibit B hereto, there are no current licenses granted by ASSIGNOR to any third party to use the Marks in any manner whatsoever; and (d) ASSIGNOR will execute or procure

the execution of any and all other instruments which may be necessary to perfect and evidence ASSIGNEE'S ownership of the property and rights specified herein.

ASSIGNOR shall provide to ASSIGNEE all art files for ASSIGNOR'S current STA-GREEN branded products. ASSIGNOR hereby assigns to ASSIGNEE all of its rights, title and interest in and to such artwork, including without limitation any copyright and other intellectual property rights therein.

ASSIGNOR agrees to defend indemnify and hold harmless ASSIGNEE and its officers, directors, affiliates, agents, licensees, and employees from and against any and all third party suits, actions, claims, judgments, obligations, and any other liability whatsoever, including costs and reasonable attorneys' fees, arising out of any allegation that the Marks or their use infringes or otherwise violates the trademark, copyright, or other proprietary rights of any third party that exist as of the date of this Assignment. ASSIGNOR's indemnification obligation hereunder is conditioned upon (a) ASSIGNEE providing prompt written notice to ASSIGNOR of any such suit, action or claim, and (b) ASSIGNEE tendering the defense of such suit, action or claim to ASSIGNOR and providing ASSIGNOR all reasonable cooperation, at ASSIGNOR's expense, in the defense of such suit, action or claim.

IN WITNESS WHEREOF, ASSIGNOR intending to be legally bound, has caused this Assignment to be executed by a duly authorized officer, effective as of the 1st day of September, 2011.

ASSIGNOR:  
UNITED INDUSTRIES CORPORATION

By: *Randy Lewis*

Officer's Name: Randy Lewis  
(Print)

Title: Vice President & General Manager

Accepted and agreed:  
ASSIGNEE:  
LOWE'S COMPANIES, INC.

By: *Richard E. Jess*

Officer's Name: Richard E. Jess  
(Print)

Title: Merchandising Vice President

**Exhibit A to Trademark Assignment**

**STA-GREEN MARKS**

Trademark	U.S. Reg. No.	U.S. App. No.	Class	Goods
STA-GREEN	2304658	75382363	1 31	Potting Soils and Manure Mulch, Top Soil and Peat Moss
STA-GREEN	834914	72241075	31	Grass Seed
STA-GREEN	686131	72028414	1	Fertilizer
STA-GREEN ULTRA	Common Law	Common Law	1	Potting Soil
STA-GREEN XTENDED FEED	Common Law	Common Law	1	Potting Soil
STA-GREEN	Chile* 3031717		1	
STA-GREEN	Ecuador* 808600		1	
STA-GREEN	European Union* 000142489		1 5 31	Fertilizers Pesticides, herbicides Grass seeds
STA-GREEN	Peru* 65620		1	
STA-GREEN	Uruguay 323578		1	
STA-GREEN	Canada TMA761793		N/A	Fertilizer, Grass Seed, and Soil

\*Registrations expired

**ANCILLARY MARKS**

Trademark	U.S. Reg. No.	U.S. App. No.	Class	Goods
REGIONAL SELECTS	Common Law	Common Law	31	Grass Seed
NURSERY BLEND	Common Law	Common Law	1	Potting Soil
NURSERY SPECIAL	1123884	73134672	1	Plant Food
SEED & SOD	1114763	73158014	1	Fertilizer
CRAB-EX	2747031	76464485	1 5	Fertilizers for Domestic and Commercial Use Herbicides for Domestic and Commercial Use
CRAB-EX PLUS	2946464	76464483	1 5	Fertilizers for Domestic and Commercial Use Herbicides for Domestic and Commercial Use
AQUAGUARD	2364953	75372372	1	Wetting Agents and Chemicals for use in the manufacture of soil conditioners
GREENSKOTE	1455964	73643327	1	Fertilizers for commercial use on specialized turf.
SMART SOIL	2298646	75336759	1	Growing Media for Plants
SMART SOIL PLUS	Common Law	Common Law	1	Potting Soil
MOISTURE MAX	3035210	78502582	1	Growing media for plants