

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
Envirohold, Inc.		05/21/2013	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	United Industries Corporation		
Street Address:	1 Rider Trail Plaza Drive		
City:	Earth City		
State/Country:	MISSOURI		
Postal Code:	63045		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3940925	ENVIROHOLD	
Registration Number:	3921065	ENVIRO HOLD	
Registration Number:	3928732	MULCH-LOCK	
Registration Number:	3912301	MULCH-LOCK	
Registration Number:	3937326	LOCKS GROUND COVER IN PLACE	
Registration Number:	3928590	LOCKS MULCH IN PLACE	
CORRESPONDENCE DATA			
Fax Number:	3146215065		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3146215070		
Email:	iptm@armstrongteasdale.com		
Correspondent Name:	David B. Jennings		
Address Line 1:	7700 Forsyth Boulevard, Suite 1800		
Address Line 2:	Armstrong Teasdale LLP		
Address Line 4:	St. Louis, MISSOURI 63105		

CH \$165.00 3940925

ATTORNEY DOCKET NUMBER:	11892-1
NAME OF SUBMITTER:	David B. Jennings
Signature:	/atl pdbj/
Date:	06/03/2013
Total Attachments: 3 source=Closing Document_ Trademark Assignment#page1.tif source=Closing Document_ Trademark Assignment#page2.tif source=Closing Document_ Trademark Assignment#page3.tif	

TRADEMARK ASSIGNMENT

WHEREAS, Envirohold, Inc., a Florida corporation (hereinafter referred to as "Assignor"), is the owner of the entire right, title and interest in and to the trademarks, logos, trade names and registrations listed on Schedule I attached hereto, the trade dress associated with such marks, logos, trade names and registrations (the "Trademarks"), and goodwill associated therewith; and

WHEREAS, United Industries Corporation, a Delaware corporation (hereinafter referred to as "Assignee"), is desirous of acquiring all right, title and interest in and to the Trademarks.

NOW THEREFORE, subject to that a certain Asset Purchase Agreement among Assignor and Assignee, dated May 21, 2013, and for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by Assignor, Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest of Assignor in and to (i) the registrations in the United States Patent and Trademark Office with respect to the Trademarks, (ii) all registrations with respect to the Trademarks, (iii) the goodwill of the business symbolized by the Trademarks and (iv) 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.

TO HAVE AND TO HOLD the Trademarks, with all of the rights and appurtenances thereto belonging unto Assignee, for itself, its successors and assigns for their own use and behalf forever.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor covenants that Assignor will do, execute and deliver, or will cause to be done, executed and delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Assignee, the entire right, title and interest in the Trademarks hereby transferred, assigned, and conveyed as Assignee may reasonably require.

This Assignment and the covenants and agreements herein contained shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor, his successors and assigns.

Signature Page Follows

A handwritten signature in black ink, appearing to be a stylized name, located in the lower right quadrant of the page.

ASSIGNOR

Envirohold, Inc.

By *Michael R. Hoggatt*

Name: Michael Hoggatt

Title: President

STATE OF FLORIDA)
) SS
CITY OF NAPLES)

I, C. Laurent, a Notary Public, do hereby certify that on the 21 day of May, 2013, personally appeared before me Michael Hoggatt who, being by me first duly sworn, declared that he is the person who signed the foregoing document as ___ President of Assignor, and that the statements therein contained are true.



C. Laurent

Notary Public

My Commission Expires: June 29, 2015



SCHEDULE I

Trademark	Reg. No.	Goods
 <i>(word + design)</i>	3,940,925	Acrylic co-polymer in the nature of a chemical preparation used as a soil stabilizer and dust palliative for dust and erosion control and for protecting the soil from water and wind erosion.
ENVIRO HOLD <i>(word mark)</i>	3,921,065	Dust laying and absorbing composition for use on unpaved roads; dust-binding compositions; petroleum based dust absorbing compositions for use in road maintenance; petroleum based dust suppressing compositions for use in road maintenance
 <i>(word + design)</i>	3,928,732	Acrylic co-polymer in the nature of a chemical preparation used as a soil stabilizer and dust palliative for dust and erosion control and for protecting the soil from water and wind erosion
MULCH-LOCK <i>(word mark)</i>	3,912,301	Water based adhesive for holding mulch and groundcover in place
LOCKS GROUND COVER IN PLACE <i>(word mark)</i>	3,937,326	Adhesives and glues for industrial and commercial use.
LOCKS MULCH IN PLACE <i>(word mark)</i>	3,928,590	Adhesives and glues for industrial and commercial use.