

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
United Industries Corporation		05/31/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Homer TLC, Inc.		
<b>Street Address:</b>	1007 Orange Street, Nemours Building		
<b>Internal Address:</b>	Suite 1424		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2230960	VIGORO	
Registration Number:	0186125	VIGORO	
Registration Number:	0822216	VIGORO	
Registration Number:	3384721	VIGORO	
Registration Number:	3222945	VIGORO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(770)384-5831		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	770 384 4210		
<b>Email:</b>	sheldon_shorter@homedepot.com		
<b>Correspondent Name:</b>	Issac T. Lin		
<b>Address Line 1:</b>	2455 Paces Ferry Road, N.W.		
<b>Address Line 2:</b>	Store Support Center, C-20		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30339-4024		

**CH \$140.00 2230960**

NAME OF SUBMITTER:	Issac T. Lin
Signature:	/Issac T. Lin/
Date:	06/11/2009
Total Attachments: 2 source=VIGORO assignment#page1.tif source=VIGORO assignment#page2.tif	

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT is made and entered into as of the 31<sup>st</sup> day of May, 2009 by United Industries Corporation, a Delaware corporation, having its principal place of business at 13260 Corporate Exchange Drive, St. Louis, Missouri 63044 ("Assignor"), to HOMER TLC, Inc., a Delaware corporation, having its principal place of business at 1007 Orange Street, Nemours Building, Suite 1424, Wilmington, Delaware 19801 ("Assignee").

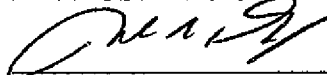
WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all of Assignor's worldwide right, title and interest in and to the VIGORO marks (the "Marks"), together with the goodwill of the business associated therewith, and any applications or registrations thereof.

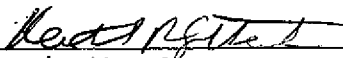
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, assign, and convey to Assignee all of Assignor's worldwide right, title and interest in and to the Marks, to include, but not limited to, the registrations/applications listed in Schedule A together with the goodwill of the business symbolized by the Marks, including, without limitation, Assignor's right, title and interest in and to (1) the right to sue for past, present and future infringements of the Marks; (2) all damages and payments for past or future infringements thereof; (3) the right to secure registrations for the Marks; and (4) the right to secure all renewals for any registration of the Marks.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed effective as of the date first above written.

**ASSIGNOR**  
UNITED INDUSTRIES CORPORATION

By:   
Name: Michael G. Pfefferkorn  
Title: Divisional General Counsel  
and Secretary

**ASSIGNEE**  
HOMER TLC, INC.

By:   
Name: Keith R. Senthuraj  
Title: Assistant Secretary

SCHEDULE A

TRADEMARK

VIGORO  
VIGORO  
VIGORO  
VIGORO  
VIGORO

VIGORO GARDENER'S REPORT  
VIGORO DEEP GREEN  
INSTANT VIGORO  
GOLDEN VIGORO  
VIGORO  
FROM THE FERTILE MINDS AT VIGORO  
VIGORO

REGISTRATION #

3222945 (US)  
3384721 (US)  
0822216 (US)  
0186125 (US)  
2230960 (US)

TMA451838 (Canada)  
TMA329864 (Canada)  
TMA108248 (Canada)  
TMA101624 (Canada)  
TMDA045670 (Canada)  
TMA505260 (Canada)  
TMA505233 (Canada)