

NRD  
12/21/98

COV

12-29-1998

TRADEMARK FI



100930170

TO: Commissioner of Patents and Trademarks  
Box Assignment  
Washington, DC 20231

1. The name of the party conveying the interest in the trademarks identified herein:

C&D Turfgrass, Ltd.  
Star Route 21A  
Bastrop, Texas 78602

2. The name and address of the party receiving the interest:

NationsBank, N.A.  
P.O. Box 908  
Austin, Texas 78781-0908

3. Description of interest conveyed or transaction to be recorded:

/and Release  
Financing Statement covering the following property:

- (a) The United States trademarks, trademark registrations, and trademark applications listed in Annex I attached hereto;
- (b) All registrations of said trademarks owned by Debtor in any State of the United States and any foreign countries or localities;
- (c) All trade names owned by Debtor;
- (d) All elements of package or trade dress of goods;
- (e) The good will of Debtor's business connected with and symbolized by said trademarks, trademark applications, trade names and package or trade dress;
- (f) All patents, secrets or other formulae, secret or other processes, compounds, recipes, know-how and methods relating to the manufacture of, under or in connection with the said trademarks, trade names and package or trade dress; and
- (g) All proceeds of any and all of the foregoing.

/and Release

4. The Financing Statement should be filed against the four (4) trademarks identified by Serial/Registration Numbers in Annex 1.

5. Name and address of the party to whom correspondence concerning the request to record the document should be mailed:

NationsBank, N.A.  
Austin Banking Center  
P.O. Box 908  
Austin, Texas 78781-0908

6. The number of applications, patents or registrations identified in the cover sheet and the total fee:

/on two documents  
Four (4) trademarks with a total filing fee of \$230.00.

7. The date the document was executed:

December 15, 1998

8. Not applicable.

9. The information contained on this cover sheet is true and correct, and any copy submitted is a true and correct copy of the original document to the best knowledge and belief of the undersigned.

Date: December 15, 1998

NATIONS BANK, N.A.

By: [Signature]  
Name: Gary D. Jones  
Title: Vice President

OPR/FINANCE  
DEC 21 PM 4:23

**ANNEX I**

MARK	SERIAL/REGIS. #	FILED/REG DATE	GOODS
CRENSHAW & DOUGET TURFGRASS	74/680,178	05/26/95	Grasses or turfgrasses
315 BUFFALOGRASS	74/680,179	05/26/95	Grasses or turfgrasses
STAMPEDE BUFFALOGRASS	74/680,180	05/26/95	Grasses or turfgrasses
609 BUFFALOGRASS	1,816,450	01/11/94	Grasses or turfgrasses

**FINANCING STATEMENT  
FOR  
TRADEMARKS AND OTHER INTELLECTUAL PROPERTY**

Dated: December 15, 1998

THIS FINANCING STATEMENT is presented to the Secretary of State of the State of Texas for filing pursuant to the Texas Business and Commerce Code and to the United States Patent and Trademark Office for filing pursuant to 37 C.F.R. §§3.11, *et seq.*

1. The name and address of the Debtor is :

C&D Turfgrass, Ltd.  
Star Route 21A  
Bastrop, Texas 78602

2. The name and address of the Secured Party is:

NationsBank, N.A.  
P.O. Box 908  
Austin, Texas 78781-0908

3. This Financing Statement covers the following property:

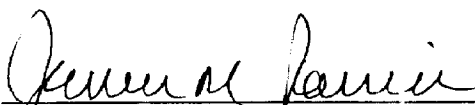
- (a) The United States trademarks, trademark registrations, and trademark applications listed in Annex I attached hereto;
- (b) All registrations of said trademarks owned by Debtor in any State of the United States and any foreign countries or localities;
- (c) All trade names owned by Debtor;
- (d) All elements of package or trade dress of goods;
- (e) The good will of Debtor's business connected with and symbolized by said trademarks, trademark applications, trade names and package or trade dress;
- (f) All patents, secrets or other formulae, secret or other processes, compounds, recipes, know-how and methods relating to the manufacture of, under or in connection with the said trademarks, trade names and package or trade dress; and
- (g) All proceeds of any and all of the foregoing,

whether now owned or hereafter acquired by Debtor and howsoever such interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

**DEBTOR:**

C&D TURFGRASS, LTD.,  
a Texas limited partnership

By: Crenshaw & Doguet Turfgrass, Inc.,  
a Texas corporation, as general partner

By:   
James M. Raines, President

**TRADEMARK  
REEL: 1832 FRAME: 0748**

RELEASE

1. The name and address of Debtor is: C&D Turfgrass, Ltd., a Texas limited partnership

2. The name and address of the Secured Parties are:

CDT Collecting, Inc., James M. Raines, John S. Appleton, a custodian for Tracy O. Appleton and Katherine D. Appleton, S. Cordell Dombrowski, T. McCullough Strother, Robert W. Erlbacher II, William S. Hooton, Robert W. Hughes, William A. Hines, Clifton H. Morris, Jr., Kay-Wilson Joint Venture, Mary E. Ryan Revocable Trust, Duvall Childrens 1987 Trust, and Ian Martin Davis (the "Payees").

3. C&D Turfgrass, Ltd. ("CDT") is the payor pursuant to that certain Promissory Note dated July 19, 1995 (the "Promissory Note") payable to the Payees, and such obligations of CDT pursuant to the Promissory Note are secured by liens and security interests on the following property (the "Collateral"):

- (a) the United States trademarks, trademark registrations, and trademark applications listed on Annex I hereto;
- (b) all registrations of said trademarks owned by CDT in any state of the United States and any foreign country or locality;
- (c) all trade names owned by CDT;
- (d) all elements of package or trade dress of goods owned by CDT;
- (e) the goodwill of CDT's business connected with and symbolized by said trademarks, trademark applications, trade names and package or trade dress;
- (f) all patents, secret or other formulae, secret or other processes, compounds, recipes, know-how, and methods relating to the manufacture of under or in connection with the said trademarks, trade names, and package or trade dress; and
- (g) all proceeds of any and all of the foregoing.

4. CDT has paid in full all of its obligations to the Payees. Therefore, for consideration received, the receipt and sufficiency of which is hereby acknowledged, all obligations of CDT to the Payees is satisfied in full and the Payees hereby RELEASE, DISCHARGE, RETRANSFER AND REASSIGN, free and clear of all liens and encumbrances of any kind, all of the Collateral from all

liens and security interests held by the Payees securing the indebtedness and obligations of CDT.

5. Pursuant to that certain Paying Agent Agreement by and among the Payees and CDT Collecting, Inc., a Texas corporation, ("Agent"), Agent is authorized to execute and deliver releases which shall bind all Payees..

EXECUTED this 15th day of December, 1998.

CDT COLLECTING, INC., Paying Agent

By: Scott P. Sayers  
Scott P. Sayers  
Chief Executive Officer

## ANNEX I

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CRENSHAW & DOGUET TURFGRASS	74/680,178	5/26/95	Grasses or turfgrasses
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STAMPEDE BUFFALOGRASS	74/680,180	5/26/95	Grasses or turfgrasses
509 BUFFALOGRASS	1,816,450	1/11/94	Grasses or turfgrasses