

11-15-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MND 11/8/99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

11/12/1999 DNGUYEN 00000197 2189875

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,189,875"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

John E. Hyatt
Name of Person Signing


Signature

November 4, 1999
Date

ASSIGNMENT OF TRADEMARK

AND

**THE UNITED STATES REGISTRATION
THEREOF**

WHEREAS, Fiber Products Company, L.L.C., a limited liability company organized and existing under the laws of the State of Tennessee, having a place of business at 60 Davy Crockett Road, Limestone, Tennessee 37681 ("ASSIGNOR"), acquired, adopted and used, and thereby owns, all rights, title and interests in and to the trademark and United States registration thereof, identified in Schedule A attached hereto and by this reference incorporated herein (the "Mark," and "Registration", respectively), along with the goodwill of the business appurtenant to said Mark; and

WHEREAS, pursuant to that certain agreement entitled, "Asset Purchase Agreement," entered into as of August 24, 1999 by and among ASSIGNOR, Tennessee Cellulose, Inc., Billy Spittle and Kevin Enterprises, Inc., Kevin Spittle, Gary Bowers, and Profile Products, L.L.C. ("Profile"), as assigned by Profile to Terra-Mulch Products, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware ("ASSIGNEE"), ASSIGNOR has agreed to assign to ASSIGNEE its entire rights, title and interests in and to the Mark, and Registration, and the goodwill appurtenant thereto; and

WHEREAS, in order to effectuate ASSIGNOR's assignment of its entire rights, title and interests in and to the Mark, and Registration, and the goodwill appurtenant thereto, to ASSIGNEE, as required by said Asset Purchase Agreement, ASSIGNOR is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer to ASSIGNEE, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Mark, and Registration identified in said Schedule A, and the attendant goodwill symbolized by the Mark, the same to vest in ASSIGNEE, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of the Mark, which actions and claims arose prior to the date of execution hereof.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Patent and Trademark Office, so as to establish ASSIGNEE as owner of record of the Mark, and Registration, as the case may be.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to: (i) execute and have executed any and all other documents of any kind


whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office, so that ASSIGNEE's ownership of the Mark, and Registration is duly made of record in the United States.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

Fiber Products Company, L.L.C.

Dated: August 25, 1999

By:



Gary Bowers, Chief ~~Managing Partner~~
MANAGER

State of Ill)
) SS
County of Cook)

On this 25 day of August, 1999, before me, Gail Sroufek,
the undersigned Notary Public, personally appeared Gary Bowers
 personally known to me OR

 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument, and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Gail Sroufek
Notary's Signature



SCHEDULE A

Registered U.S. Trademarks			
Trademark	Owner	Reg. No.	Reg. Date
SEED AIDE	Fiber Products Company, L.L.C.	2,189,875	09/15/98

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