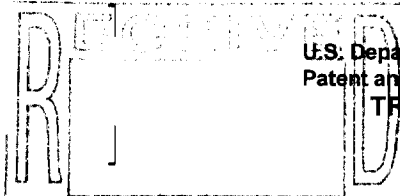


12-01-1999

FORM PTO-1618A  
Expires: 06/30/99  
OMB 0651-0027



101212119



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

Execution Date  
Month Day Year  
August 25 1999

Name

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**

12/01/1999 VBROWN 00000015 75629784

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 001993 FRAME: 0730

**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" value="75/629,784"/>	<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"/>	<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 15, 1999  
Date

**ASSIGNMENT OF TRADEMARK**

**AND**

**THE UNITED STATES**  
**PENDING APPLICATION FOR REGISTRATION THEREOF**

WHEREAS, Tennessee Cellulose, Inc., a corporation 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 application for registration thereof, identified in Schedule A attached hereto and by this reference incorporated herein (the "Mark," and "Application," 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, Fiber Products Company, L.L.C., 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 Application, 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 Application, 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 Application 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 Application, 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 Application 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.

Tennessee Cellulose, Inc.

Dated: August 25, 1999

By:   
\_\_\_\_\_  
Gary Bowers, President

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**

**Pending U.S. Trademark Applications**

<b>Trademark</b>	<b>Owner</b>	<b>Appln. No.</b>	<b>Appln. Date</b>
HYDRO-SPRAY	Tennessee Cellulose, Inc.	75/629,784	01/26/99

270094.2

**RECORDED: 11/15/1999**

**TRADEMARK  
REEL: 001993 FRAME: 0735**