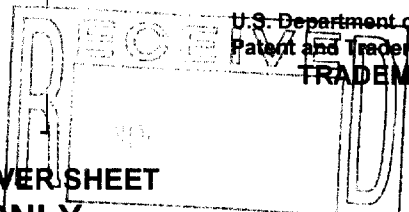


12-07-1999



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

COVER SHEET
TRADEMARKS ONLY

MED 11/26/99

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 Effective Date
Month Day Year
- Change of Name
- Other

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 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

12/06/1999 TTOM11 00000105 2268869

FOR OFFICE USE ONLY

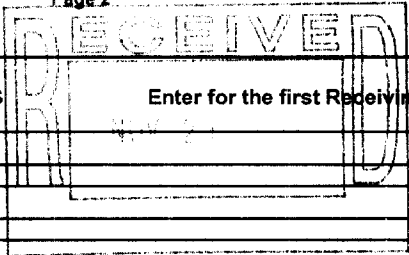
01 FC:401
02 FC:402

40.00 OP
200.00 DP

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

TRADEMARK
REEL: 001996 FRAME: 0114



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="75/548,487"/>	<input type="text" value="75/548,491"/>	<input type="text" value="75/548,488"/>	<input type="text" value="2,268,869"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/496,850"/>	<input type="text" value="75/548,489"/>	<input type="text"/>	<input type="text" value="2,268,870"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/548,490"/>	<input type="text" value="75/548,486"/>	<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 22, 1999
Date

ASSIGNMENT OF TRADEMARKS

AND

THE UNITED STATES REGISTRATIONS (AND PENDING APPLICATIONS FOR REGISTRATION) THEREOF

WHEREAS, Billy Spittle and Kevin Enterprises, Inc., an ongoing and existing corporation organized and existing under the laws of the State of North Carolina, having a place of business at 18912 Peninsula Point Drive, Cornelius, North Carolina 28031 ("ASSIGNOR"), acquired, adopted and in some cases used, and thereby owns, all rights, title and interests in and to the trademarks and United States registrations thereof, and United States applications for registration thereof, identified in Schedule A attached hereto and by this reference incorporated herein (the "Marks," "Registrations" and "Applications," respectively), along with the goodwill of the business appurtenant to said Mark, and the portion of the business to which the Marks and Applications pertain; 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., Fiber Products Company, L.L.C., 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 Marks, Registrations and Applications, and the goodwill appurtenant thereto and the portion of the business to which the Marks and Applications pertain; and

WHEREAS, in order to effectuate ASSIGNOR's assignment of its entire rights, title and interests in and to the Marks, Registrations and Applications, and the goodwill appurtenant thereto and the portion of the business to which the Marks and Applications pertain, 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 Marks, Registrations and Applications identified in said Schedule A, and the attendant goodwill symbolized by the Marks and the portion of the business to which the Marks and Applications pertain, 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 Marks, or any of them, 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 Marks, Registrations and Applications, as the case may be, in the United States.

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 Marks, Registrations and Applications 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.

Billy Spittle and Kevin Enterprises, Inc.

Dated: August 25, 1999

By:



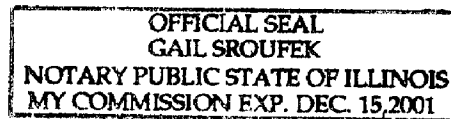
Kevin Spittle, President

State of Ill)
) SS
County of Cook)

On this 25 day of August, 1999, before me, Gail Sroufek,
the undersigned Notary Public, personally appeared Kevin Spittle
 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
TERRA-MULCH	Spittle Enterprises, Inc.	2,268,869	08/10/99
TERRA-MULCH AND DESIGN	Spittle Enterprises, Inc.	2,268,870	08/10/99

Pending U.S. Trademark Applications			
Trademark	Owner	Appln. No.	Appln. Date
SOIL-BLANKET	Spittle Enterprises, Inc.	75/548,487	09/04/98
JUTE-CEL	Spittle Enterprises, Inc.	75/496,850	06/05/98
TERRA-BLANKET	Spittle Enterprises, Inc.	75/548,490	09/04/98
EARTH BLANKET	Spittle Enterprises, Inc.	75/548,491	09/04/98
SOIL COVER	Spittle Enterprises, Inc.	75/548,489	09/04/98
POLY-COVER	Spittle Enterprises, Inc.	75/548,486	09/04/98
POLY-BLANKET	Spittle Enterprises, Inc.	75/548,488	09/04/98

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