

03/22/00

04-21-2000

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

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

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OPR/FINANCE 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  Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
03/01/00

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 should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

04/21/2000 DNGUYEN 00000347 75281286

01 FC:401  
02 FC:402  
(40.00 OP)  
(50.00 OP)

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: 002056 FRAME: 0738

**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 (404) 266-7260

Name

G. Bland Byrne

Address (line 1)

Byrne Moore & Davis, P.C.

Address (line 2)

3340 Peachtree Road, NE, Suite 1460

Address (line 3)

Address (line 4)

Atlanta, Georgia 30326

**Pages**

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

#

5

**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)**

75281286	75362251	75606362
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

3

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

90.00

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.

Bland Byrne

Name of Person Signing

Bland Byrne

Signature

3/22/00

Date Signed

**TRADEMARK  
SECURITY AGREEMENT**

The following entity is referred to herein as the "Guarantor": Fieldturf Inc., 5050 Pare St., Suite 280, Montreal, Quebec, Canada H4P 1P3.

For and in consideration of \$5.00, the extension of advances, credit and financial advantages by The Toronto Dominion Bank ( the "Secured Party"), 3590 St. Laurent Boulevard, Montreal, Quebec H2X 2V3, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Security Interest. To secure the performance by Guarantor of all current and future obligations of the Guarantor to the Secured Party, including such obligations as may arise pursuant to that certain Suretyship and Subordination Agreement (the "Guarantee") dated February 1, 2000, guaranteeing the payment of all obligations of Fieldturf Holdings Inc. to the Secured Party (the "Liabilities"), Guarantor hereby grants to Secured Party a present and continuing security interest in and security title to the following property and all proceeds thereof: all of Guarantor's right, title and interest in and to those trademarks for which applications for registration have been filed with the U. S. Patent and Trademark Office, with application numbers 75281286, 75362251 and 75606362, together with all good will and common law property rights connected therewith. All of such items and property are hereafter referred to as the "Collateral."

2. Guarantor's Warranties and Covenants. Guarantor hereby represents, warrants and covenants as follows:

Guarantor has full power and authority to make, execute and perform this Agreement, and this Agreement constitutes the legal, valid and binding obligation of Guarantor enforceable in accordance with its terms; Guarantor will execute and deliver to Secured Party such financing statements and other documents (and pay the costs, taxes and other expenses in connection with filing or recording same), and do such other acts and things as Secured Party from time to time may request to establish and maintain a valid and perfected security interest in the Collateral; Guarantor will promptly pay or discharge all taxes assessed against the Collateral and all liens which may attach thereto; any and all information set forth in any writing heretofore or hereafter delivered to Secured Party by Guarantor pertaining to the Collateral or Liabilities is and will be true and correct as of the date thereof; and Guarantor will not change its name or the location of its principal place of business or permanently move the Collateral without thirty (30) days prior written notice to Secured Party.

Without the prior written consent of Secured Party, Guarantor will not, except as allowed under paragraph 1 above, mortgage, pledge, loan, grant, or create any other security interest in any of the Collateral (except that Guarantor may create security interests in the Collateral in favor only of Fieldsyn, General Partnership and Benoit Briere, provided that any such security interests shall be subordinate to Secured Party's security interest), or sell, transfer, lease, abandon, or otherwise dispose of any of the Collateral or any interest therein to the extent such

sale, transfer, lease, abandonment or other disposition adversely affects Secured Party's fully secured position hereunder; Guarantor will fully prosecute the applications for trademarks constituting the Collateral before the U. S. Patent and Trademark Office and keep any resulting federal registration of the trademarks which are the Collateral current and in good standing at all times and at its sole expense; Guarantor will at all times keep the Collateral in first class order and repair, excepting any loss, damage or destruction which is fully covered by proceeds of insurance and excepting reasonable wear and tear; Guarantor shall at all times keep the Collateral insured against loss, damage, theft and all other risks, as its interest may appear, in such amounts, with such companies, under such policies and in such form, all as shall be satisfactory to Secured Party, which policies shall provide that loss thereunder shall be payable to Secured Party, and Secured Party may apply any proceeds of such insurance which may be received by him toward payment of the Liabilities, whether or not due, in such order of application as Secured Party may determine, and such policies or certificates issued with respect thereto shall immediately be deposited with Secured Party; the proceeds of such insurance are hereby assigned by Guarantor to Secured Party, and Secured Party is hereby appointed Guarantor's duly appointed attorney-in-fact and agent to receive, endorse and give releases for such payment.

Secured Party, from time to time, at its option, may perform any agreement of Guarantor hereunder which Guarantor shall fail to perform and take any other action which Secured Party deems necessary for the maintenance or preservation of any of the collateral or his interest therein, and Guarantor agrees to reimburse forthwith Secured Party in connection with the foregoing, together with interest thereon at the lesser of (i) the highest rate of interest Guarantor has contracted to pay on any of the Liabilities or (ii) 15% per annum, from the date incurred until reimbursed by Guarantor.

3. Events of Default. The occurrence of any one or more of the following events will constitute a default by Guarantor under this Agreement:

a. Failure of Guarantor punctually to make payment of any amount payable pursuant to the Guarantee, whether at maturity, or at a date fixed for any prepayment or partial prepayment, or by acceleration or otherwise;

b. If any material statement, representation, or warranty of the Guarantor made in this Agreement or in any other document furnished in connection herewith to Secured Party proves to have been intentionally untrue, incorrect, misleading or incomplete in any material respect as of the date made;

c. Failure of Guarantor punctually and fully to perform, observe, discharge or comply with any of the other covenants set forth in this Agreement;

d. The occurrence of a default or an event of default or breach of any material term under any other agreement between Secured Party and Guarantor, including, without limitation, the Guarantee;

e. If the Guarantor becomes insolvent as defined in the Georgia Uniform Commercial Code or makes an assignment for the benefit of creditors, or if any action is brought

by the Guarantor seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, or if the Guarantor commences a voluntary case under the Federal Bankruptcy Code, or if any reorganization arrangement proceeding is instituted by the Guarantor for the settlement, readjustment, composition or extension of any of its debts upon terms, or if any action or petition is otherwise brought by Guarantor seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature;

f. If any action is brought against Guarantor seeking its dissolution or liquidation of any of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and such action is consented to or acquiesced in by Guarantor or is not dismissed within thirty (30) days of the date upon which it was instituted; or if any proceeding under the Federal Bankruptcy code is instituted against Guarantor; and (i) an order for relief is entered in such proceeding or (ii) such proceeding is consented to or acquiesced in by Guarantor or is not dismissed within thirty (30) days of the date upon which it was instituted; or if any reorganization or agreement proceeding is instituted against Guarantor for the settlement, readjustment, composition or extension of any of its debts upon any terms, and such proceeding is consented to or acquiesced in by Guarantor or is not dismissed within thirty (30) days of the date upon which it was instituted; or if any action or petition is otherwise brought against Guarantor seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by Guarantor or is not dismissed within thirty (30) days of the date upon which it was brought.

g. If any casualty loss, (including without limitation theft, damage or destruction) of or to any of the Collateral occurs which is not insured against or as to which the purported insurer disclaims coverage;

h. If Collateral is seized or levied upon or a receiver or other custodian is appointed for it;

i. Any material adverse change occurs in Guarantor's financial condition or means or ability to pay the Liabilities;

j. The occurrence of any other event as a result of which Secured Party in good faith believes that the prospect of payment of any of the Liabilities is impaired; or

k. The merger, reorganization or dissolution of the Guarantor, or the sale of a controlling interest in the stock of the Guarantor unless the Secured Party receives reasonable assurance that the Liabilities will be satisfied in accordance with their terms.

4. Secured Party's Rights on Default. In the event of a default by Guarantor hereunder or under the Guarantee that this Security Agreement secures, Secured Party shall:

a. Give Guarantor written notice of default containing a thirty (30) day,

unconditional right to cure the default after receipt of notice. The notice of default shall be sent regular, U.S. Mail and be sent to Guarantor at the address shown above. The notice shall be deemed to have been received by Guarantor three (3) days after the date of mailing.

b. If the default is not cured by Guarantor within said thirty (30) day period, any of the liabilities may, at the option of Secured Party, and without further demand or notice of any kind, be declared by Secured Party, and thereupon immediately shall become, due and payable, and Secured Party shall have, in addition to all other rights and remedies which Secured Party may have under law, the following rights and remedies, none of which shall be exclusive and all of which may be exercised without further notice to Guarantor; Secured Party shall have the right to foreclose the liens and security interests created under this Agreement or under any other agreement relating to the Collateral by any available judicial procedure or without judicial process; to collect accounts receivable of Guarantor directly from the obligated party; to enter any premises where any Collateral may be located for the purpose of taking possession of or removing the same to sell, assign, lease or otherwise dispose of the Collateral, or any part thereof, either at public or private sale, in lots or in bulk, for cash, or credit or otherwise, with or without representations or warranties, and upon such terms as shall be acceptable to Secured Party, all at Secured Party's sole option and as Secured Party in his sole discretion may deem advisable, and Secured Party may bid or become a purchaser at any such sale, free from any right of redemption which is hereby expressly waived by Guarantor, and Secured Party shall have the right at its option to apply or credit any unpaid amount(s) of the Guarantee owing to Secured Party against the purchase price bid by Secured Party at any such sale, if notification to Guarantor of intended disposition by Secured Party of any of the Collateral is required by law, such notification will be deemed to have been reasonable and properly given if given at least seven (7) days before such disposition. The net cash proceeds resulting from the collection, liquidation, sale, lease or other disposition of the Collateral shall be applied, first, to the expenses (including reasonable attorneys' fees) of retaking, holding, storing, preparing for sale, selling, collecting or liquidating the Collateral and the like, and then to the satisfaction of the Guarantee, application as to principal or interest to be in Secured Party's absolute discretion. Guarantor shall be liable to Secured Party and shall pay to Secured Party on demand any deficiency which may remain after such sale, disposition, or liquidation of the Collateral, and Secured Party, in turn, agrees to remit to Guarantor any surplus remaining after the Guarantee has been paid in full.

5. Miscellaneous Provisions. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. Without limiting the generality of the foregoing, if more than one person signs this Agreement as Guarantor, the term "Guarantor" shall denote (i) all of such persons, collectively, and (ii) each such person, individually, and all such persons shall be jointly and severally liable hereunder.

Secured Party shall not be deemed to waive any of his rights unless such waiver be in writing and signed by Secured Party. No delay or omission by Secured Party in exercising any of his rights shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

Risk of loss of the Collateral shall at all times be upon Guarantor irrespective of whether it is in Guarantor's possession.

All obligations of Guarantor shall bind its legal representatives, successors and assigns.

The phrase "Secured Party" as used herein shall include any transferee and assigns of Secured Party, and all rights of Secured Party hereunder shall inure to the benefit of its heirs, successors and assigns.

This Agreement and its respective rights, duties and obligations may be assigned by either party hereto only with the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

The word "Guarantor" as used herein shall include the Guarantor's heirs, legal representatives, successors and assigns.

If any provision of this Agreement or application of any such provision to any party or circumstance shall be held by a court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such party or circumstance, other than those to which it is so determined to be invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforceable to the full extent permitted by law.

SIGNED AND DELIVERED by Guarantor and Secured Party on this 01 day of March, 2000.

FIELDTURF INC.

By:

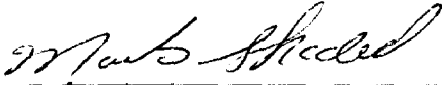
Title:

  
\_\_\_\_\_  
CEO

THE TORONTO DOMINION BANK.

By:

Title:

  
\_\_\_\_\_  
Relationship Manager