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05-15-2000

FORM PTO-1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101355745

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Synthetic Industries, Inc.**

Individual(s) Association

General Partnership Limited Partnership

Corporation-State (DE)

Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: SIND, LLC

Internal Address: _____

Street Address: 1220 Central Avenue

City: Hanover Park State: IL ZIP: 60133

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: April 1, 1999

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Delaware

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **See Attached Schedule A**

Additional numbers attached? Yes No

B. Trademark Registration No.(s) **See Attached Schedule A**

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

Name: Kristopher E. Ahrend, Esq.

Internal Address: Simpson Thacher & Bartlett

05/11/2000 JSHABAZZ 00000289 1922932

01 FC:481 40.00 OP

02 FC:482 1100.00 OP

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 45

7. Total fee (37 CFR 3.41): \$ 1,140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Kristopher E. Ahrend, Esq. [Signature] 4/27/00

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 11

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

TRADEMARK
REEL: 002072 FRAME: 0039

SCHEDULE A**TRADEMARKS AND SERVICE MARKS****I. U.S. REGISTERED MARKS**

Mark	Registration No.	Class	Registration Date
BIOTECHNICAL COMPOSITES	1,922,932	19	September 26, 1995
EARTHSCAPE	2,116,035	19	November 25, 1997
EC- Design	2,141,213	9	March 3, 1998
FIBERGRIDS & Design	1,659,225	22	October 1, 1991
FIBERGRIDS	1,656,847	22	September 10, 1991
FIBERMAT	1,617,650	19	October 16, 1990
FIBERMESH & Design	1,327,048	22	March 26, 1985
FIBERMESH	1,690,170	17	June 2, 1992
FIBERMIX & Design	1,318,212	22	February 5, 1985
FIBERMIX	1,750,157	17	February 2, 1993
FIBRILON	1,138,804	23	August 19, 1980
FIBRON	1,138,805	23	August 19, 1980
GEOFIBERS	2,116,968	22	November 25, 1997
GEOTEX	2,083,261	19	July 29, 1997
HARBOURITE	1,720,275	17	September 29, 1992
HEALTH CARE FOR CONCRETE	1,946,111	19	January 2, 1996
LANDLOK	1,729,434	24	November 3, 1992
LANDSTRAND	1,622,590	22	November 13, 1990
LUMITE	414,821	13	June 26, 1945
LUMITE	428,892	42	April 8, 1947
MAKING GOOD CONCRETE BETTER	1,558,003	17	September 26, 1989
MICROBLOCKER	2,072,121	22	June 17, 1997

Mark	Registration No.	Class	Registration Date
MICROBLOCKER	2,014,161	24	November 5, 1996
PAVE-DRY	1,959,022	24	February 27, 1996
POLYJUTE	1,752,587	19	February 16, 1993
PROP-A-LITE	781,125	50	December 1, 1964
PYRAMAT	1,933,713	19	November 7, 1995
S FIBRON & Design	987,958	43	July 9, 1974
S FIBERMAT & Design	1,619,901	19	October 30, 1990
SI & Design	2,105,589	22	October 14, 1997
SI & Design	2,132,401	19	January 27, 1998
SI	2,201,689	17	November 3, 1998
SI & Design	2,107,468	23	October 21, 1997
SI and Design	1,300,707	27	October 16, 1984
SI and Design	2,161,578	17, 24	June 2, 1998
SILT CHEK	1,912,534	19	August 15, 1995
SMART SOLUTIONS IN SYNTHETICS	1,930,625	37, 42	October 31, 1995
SMART SOLUTIONS	1,955,672	37, 42	February 13, 1996
SPARMONT	1,142,618	24	December 9, 1980
SPORTGRIDS	2,006,649	22	October 8, 1996
STEALTH	1,865,297	22	November 29, 1994
SYNFAB	1,947,607	24	January 9, 1996
TURFGRIDS & Design	1,835,489	22	May 10, 1994
TURFGRIDS	1,762,911	22	April 6, 1993

II. U.S. PENDING APPLICATIONS

Mark	Serial No.	Class	Filing Date
XOREX	75/537,105	6	August 13, 1998

MARKS TRANSFER AGREEMENT

THIS MARKS TRANSFER AGREEMENT ("*Agreement*") is made as of April 1, 1999 by and between SIND, LLC, a Delaware limited liability company (the "*Company*"), and SYNTHETIC INDUSTRIES, INC., a Delaware corporation ("*SII*").

WITNESSETH:

WHEREAS, SII desires to transfer to the Company certain intellectual property assets of SII as listed on Exhibit A hereto and on Exhibit A to that certain Patent Transfer Agreement by and between the Company and SII in consideration for the issuance by the Company to SII of 100% of the limited liability company interests of the Company (the "*Interests*"); and

WHEREAS, the Company desires to accept such intellectual property assets in consideration for the Interests;

NOW THEREFORE, in consideration of the premises and the mutual transfers described herein, the parties hereto agree as follows:

SECTION 1. *Transfer of Assets.* SII hereby transfers, assigns and conveys to the Company, its successors and assigns, forever, effective as of 12:01 A.M. on April 1, 1999 (the "*Effective Time*"), for the consideration specified above, all of SII's right, title and interest in and to all of the trademarks and service marks and registrations and pending applications for the same as listed on Exhibit A attached hereto (the "*Transferred Property*"), together with the goodwill of the business associated therewith, and all of SII's books and records relating exclusively, as determined by SII, to the Transferred Property; *provided, however*, that (i) the Company shall preserve such books and records; (ii) the Company shall have no right to the other corporate and tax records of SII; and (iii) SII and its successors and assigns shall have a right of reasonable access to examine such books and records, including the right to make copies thereof, for a period of six (6) years from the date hereof (or, in the event of an audit by any federal, state or local taxing authority, for such longer period as shall be necessary in connection therewith) upon notice to the Company and during normal business hours; and, *provided further*, that the Company shall not dispose of any of such books and records after such time periods without first offering to deliver them to SII and its successors and assigns, without charge therefor. SII further transfers, assigns, and conveys the right to file for and obtain registrations of the trademarks and service marks anywhere in the world with the right to base priority on SII's first date of use or on any application and/or registration being assigned herein.

SECTION 2. *Instruments of Conveyance; Further Assurances; Power of Attorney.* This Agreement shall constitute a deed, bill of sale, endorsement, assignment or such other instrument

of sale, conveyance, transfer or assignment pursuant to which all right, title and interest of SII in and to the Transferred Property is hereby transferred, assigned and conveyed to the Company, its successors and assigns, forever. The Company and SII each agree, from time to time after the date hereof, upon the request of the other and without further consideration, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, consents and assurances as might be required more effectively to convey, assign, transfer, set over and deliver to, and to vest, perfect and confirm in the Company all of SII's right, title and interest in and to the Transferred Property. This Agreement shall not, however, as to third parties, constitute an assignment of any claim, contract, commitment, sales order or purchase order if an attempted assignment of the same without the consent of the other party thereto would constitute a breach thereof or in any way impair the rights of SII thereunder; *provided, however*, that as between the Company and SII, the Company shall be and remain liable for any and all obligations of SII with respect thereto. If such consent is not obtained or if an attempted assignment would be ineffective or would impair any of SII's rights thereunder so that the Company would not in fact receive all rights intended to be transferred hereunder by SII, then SII agrees to use its best efforts and to cooperate fully with the Company in order to obtain for the Company the benefits thereunder.

SECTION 3. *Disclaimer.* Except as otherwise provided in any instrument of conveyance, the Company and SII hereby agree that the Transferred Property is being transferred AS IS and WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SECTION 4. *Bulk Sales Law Waiver.* With respect to the transfer, assignment and conveyance of the Transferred Property, the parties hereby waive compliance with the bulk sales laws of any applicable jurisdiction to the extent that any such bulk sales law would apply to such transfer, assignment and conveyance.

SECTION 5. *Transfer Taxes.* Any transfer or sales taxes or similar taxes or fees required to be paid in connection with the transfer and assignment of the Transferred Assets pursuant hereto shall be paid by the Company.

SECTION 6. *Successors.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 7. *Paragraph Headings.* The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 8. *Severability.* If at anytime subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or

unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

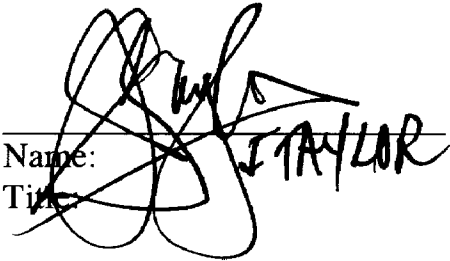
SECTION 9. *Applicable Law.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to the conflict of laws principles thereof.

SECTION 10. *Benefit.* Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

SECTION 11. *Entire Agreement.* This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

SIND, LLC

By: 
Name: _____
Title: _____

SYNTHETIC INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

SIND, LLC

By: _____
Name:
Title:

SYNTHETIC INDUSTRIES, INC.

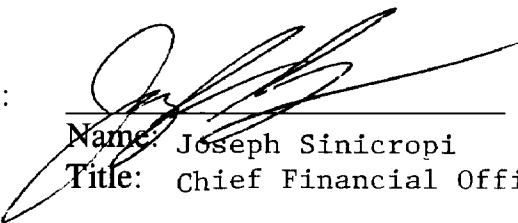
By:  _____
Name: Joseph Sinicropi
Title: Chief Financial Officer

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Mark	Serial No.	Class	Filing Date
XOREX	75/537,105	6	August 13, 1998

III. STATE REGISTERED MARKS

Mark	Registration No. (State)	Class	Registration Date
GEO-TEX	24210 (Oregon)	24	April 6, 1990