

DRINKER BIDDLE & REATH J P D

1500 K Street, N.W., Suite 1100

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(202) 842-8800

01-15-2002



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<p>1. NAME OF CONVEYING PARTY:</p> <p><b>GOLDEN BEAR INTERNATIONAL, INC.</b> A Florida corporation</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p><b>GREENS MANAGEMENT, LLC</b> A Florida limited-liability company 18470 S.E. Lakeside Drive Tequesta, Florida 33469</p>
<p>3. NATURE OF CONVEYANCE: <i>1/10/02</i></p> <p><input checked="" type="checkbox"/> Assignment  <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement  <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other</p> <p>3A. EXECUTION DATE: <b>January 9, 2002</b>  3B. EFFECTIVE DATE: <b>January 9, 2002</b></p>	<p>2A. ASSIGNEE A FOREIGN ENTITY: Yes: ___ No: <u>X</u></p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED: Yes: ___ No: <u>X</u></p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>Additional numbers attached? <b>NO</b></p>	<p>4B. TRADEMARK REGISTRATION NO(S):</p> <p><b>Reg. No. 1,850,101</b></p> <p>Additional numbers attached? <b>NO</b></p>
<p>Henry W. Leeds, Esq. Drinker Biddle &amp; Reath LLP 1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209</p>	
<p>6. TOTAL NUMBER OF TITLES: <b>1</b></p> <p>7. TOTAL FEE: <b>\$40.00</b></p> <p>8. CHARGE ADDITIONAL FEES TO: <b>DEPOSIT</b> <b>ACCOUNT NO. 50-0573</b></p> <p>Our Ref: 31115.300/110029</p>	<p>9. The undersigned declares to the best of her knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p><i>Henry W. Leeds</i> Henry W. Leeds Date: January 10, 2002 Page 1 of 2</p>

01/14/2002 LMIELLER 00000226 500573 1050101  
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FILED BY COURIER  
January 10, 2002

*Andrea K. Engel*

31115.300/110029  
DC\339633M

TRADEMARK  
REEL: 002424 FRAME: 0218

**ASSIGNMENT**

WHEREAS, Golden Bear International, Inc., a Florida corporation, having a principal address at 11780 U.S. Highway One, North Palm Beach, Florida 33408 ("Assignor"), has adopted and is using the mark GOLFTURF and is the owner of a federal registration thereof, Reg. No. 1,850,101; and

WHEREAS, Greens Management, LLC, a Florida limited-liability company, having a principal address at 18470 S.E. Lakeside Drive, Tequesta, Florida 33469 ("Assignee"), is desirous of acquiring all rights, title and interest in and to the mark GOLFTURF, the goodwill of the business symbolized thereby, and Reg. No. 1,850,101.

NOW, THEREFORE, good and valuable consideration being extant, Assignor hereby assigns to Assignee, all of its rights, title and interest in and to the mark GOLFTURF, the goodwill of the business symbolized thereby and Reg. No. 1,850,101.

Assignor further assigns to Assignee all right to sue for, to receive and to hold damages and profits accruing from past infringement of the mark GOLFTURF.

Assignor further warrants that there are no licenses, encumbrances or other agreements, either written, oral or implied, relating to the mark GOLFTURF of which Assignee is not aware, and that it believes it has good and valid title to the mark to assign to Assignee.

Assignor further warrants that, upon the request of Assignee, it shall execute all papers, make all rightful oaths, testify on behalf of Assignee, and do all other lawful acts necessary to carry out the intent of this agreement, as well as to provide such other material, information and/or assistance as Assignee may consider necessary, for which Assignee shall reimburse Assignor its out of pocket expenses.

This agreement shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction and all those in privity therewith.

GOLDEN BEAR INTERNATIONAL, INC.

Date: January 9, 2002

By:

Amey Datta

Title:

Assistant Secretary