

08-01-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Southwest Recreational Industries, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 06/26/2002

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal

Address: _____

Street Address: 500 East Monroe Street

City: Chicago State: IL Zip: 60661

- ☐ 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
 (Designations 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

B. Trademark Registration No.(s) See Attached

Additional number(s) attached ☒ Yes ☐ No

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

Name: Goldberg Kohn et al

Internal Address: Elizabeth Kostiuk

Street Address: 55 East Monroe Street

Suite 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: _____

56

7. Total fee (37 CFR 3.41).....\$ 1415.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Elizabeth Kostiuk, Paralegal

Name of Person Signing

00000139 2538853

Signature

07/31/02

Date

Total number of pages including cover sheet, attachments, and document: _____

08/01/2002

01 FC:481
02 FC:48240.00 00
1375.00 00

All documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
REEL: 002549 FRAME: 0948

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

SOUTHWEST RECREATIONAL INDUSTRIES, INC.

TRADEMARK	REG./SER. NO.
ASTROCOURT	2,558,853
ASTROGRASS	1,933,320
ASTROHOPPER	76/350,473
ASTROLAWN	2,538,353
ASTROPLAN	2,139,092
ASTROPLAY	2,369,221
ASTROPLAY LSR YARN	76/293,039
ASTRO SOCCERTURF	
ASTROTURF	830,657
ASTROTURF	864,757
ASTROTURF	1,003,222
ASTROTURF	1,471,505
ASTROTURF	1,930,544
ASTROTURF (Pyramid Design)	1,471,504
ASTROTURF (Script Design)	1,471,506
ASTROTURF (Grass Design)	1,560,910
ASTROTURF XL	1,871,419
E-LAYER	1,646,033

TRADEMARK	REG./SER. NO.
EUROTAN	1,932,868
FIELDHOUSE	1,825,856
FIELDHOUSE (Design)	1,873,956
FLIGHT DECK	76/057,744
FLIGHTDECK	76/057,150
FRINGETURF	76/118,579
GRASS ZONE	76/202,732
MAGIC CARPET	76/339,998
HELP MAKE THE WORLD A SAFER PLACE TO PLAY	76/385718
MARTIN ISS	2,539,774
NEXTURF	2,551,139
NO MOW, NO GROW, NO H2O!	76/336,399
OUR GRASS IS ALWAYS GREENER	76/323,398
PERMA-KNIT	1,823,826
PERMATUFT	2,556,754
PEXLON	2,502,105
PLAY IN THE SAFETY ZONE	76/372059
POLYNIT	1,629,263
POLYPRO XL	1,877,701
POLYPRO	1,996,364
PORTAFLOOR	2,002,892
PROTURF	2,239,178
ROOT ZONE	2,539,897
STADIA TURF	SR 1,897,205
SUPER GRASS	76/032,715
SUPERGRASS	76/032,710

TRADEMARK	REG./SER. NO.
SUPER TURF	76/032,443
SUPERTURF	76/032,716
SW	1,867,207
TALLTURF	76/110,012
TARTAN	1,637,661
THATCH ZONE	76/131,040
THE WATERLESS LAWN	76/323,802
THERE IS NO EQUAL	1,989,448
TPS 5000	Common law mark
URE-FLEX	1,737,871
VERSATURF	2,266,858
VICTORY	75/921,783

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 26, 2002 by SOUTHWEST RECREATIONAL INDUSTRIES, INC., a Texas corporation ("Grantor"), in favor of HELLER FINANCIAL, INC., a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations on behalf of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.

2. Grant Of Security Interest In Trademark Collateral. Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, extensions or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for itself and the benefit of Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SOUTHWEST RECREATIONAL INDUSTRIES,
INC.

By: [Signature]
Name: Robert A. Hale
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

HELLER FINANCIAL, INC., as agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS)
COUNTY OF Williamson)

ss.

Robert A. Hale On this 26th day of June, 2002 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SOUTHWEST RECREATIONAL INDUSTRIES, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public

{seal}

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