

Form PTO-1594
(Rev. 10/02)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
Green Edge Enterprises, L.L.C.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other LLC in Missouri

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

2. Name and address of receiving party(ies)
Name: International Mulch Co.
Internal Address: _____
Address: _____
Street Address: 3585 Tree Court Industrial Bl
City: St. Louis State: MO Zip: 63122

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Missouri
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: _____

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
76/227026 and 76/228466

Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Joseph E. Walsh, Jr.
Internal Address: Harness, Dickey & Pierce PLC

Street Address: 7700 Bonhomme, Suite 400

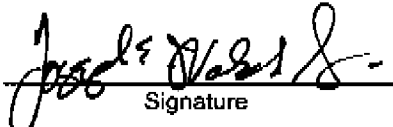
City: St. Louis State: MO Zip: 63105

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
080750

DO NOT USE THIS SPACE

9. Signature.
Joseph E. Walsh, Jr.  May 28, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter the "AGREEMENT") is made and entered into effective this 26th day of July, 2002, ("EFFECTIVE DATE"), by and between Green Edge Enterprises, L.L.C., having a place of business at 12058 Craigview Court, St. Louis, Missouri 63146 (hereinafter "GREEN EDGE"), and International Mulch Co., having a place of business at 3585 Tree Court Industrial Boulevard, St. Louis, Missouri 63122 (hereinafter "IMC").

RECITALS

I. WHEREAS, GREEN EDGE has developed and is the owner of technology and expertise, including certain patent rights, pertaining to synthetic landscape mulch.

II. WHEREAS, IMC has developed certain business and marketing information and capabilities pertaining to the manufacture, use, sale, distribution and other aspects pertaining to mulch.

III. WHEREAS, GREEN EDGE is the sole owner of issued and subsisting U.S. Patent No. 5,910,514 entitled "Synthetic Mulch" (hereinafter the "PATENT") and other confidential and proprietary information including certain know-how relating to the manufacture, use, sale and distribution of synthetic mulch.

IV. WHEREAS GREEN EDGE and IMC were previously parties to an agreement entitled "DEALERSHIP AND LICENSING AGREEMENT" pertaining to the PATENT, which agreement the parties now wish to disavow and desire to have superseded by the terms hereof.

V. WHEREAS, the parties hereto have reached new terms, as set forth in this AGREEMENT, with regard to the licensing, disclosure and exploitation of the invention covered by said PATENT and other confidential and proprietary information from GREEN EDGE to IMC relating to synthetic mulch.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the foregoing premises, previous royalty payments and other amounts already paid by IMC to GREEN EDGE and the mutual covenants set forth herein, and for other good and valuable consideration - the complete receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. **Definitions.** As used in this AGREEMENT, the terms set forth below may be used either in the singular or the plural and shall have the following meanings:

1.1 "AFFILIATE" means any entity which at any time during the term of this AGREEMENT is, and for so long as such entity may continue to be, directly or indirectly controlled by a party, controlling a party or controlled by the same entity which controls a party.

1.2 "AGREEMENT" means this License Agreement.

1.3 "TECHNOLOGY" means the field of landscape mulch and, in particular, this field as it relates to the manufacture, use, sale, commercialization and distribution of synthetic mulch.

1.4 "PATENT" means U.S. PATENT NO. 5,910,514 entitled "Synthetic Mulch" and any other patent or patent application owned or controlled by GREEN EDGE (including any and all divisionals, continuations, and continuations-in-part thereof) and any and all reissues, re-examinations or extensions thereof, and any counterpart foreign (i.e., non-U.S.) patent application(s) and patent(s) corresponding thereto or based thereon that relate to the TECHNOLOGY.

1.5 "INFORMATION" means confidential, proprietary or trade secret information relating to the manufacture, use sale, distribution or exploitation of the TECHNOLOGY, including, without limitation, know-how, components, parts, drawings, engineering and technical data, manufacturing data, designs, skills, methods, procedures, facilities information and know-how, guidelines, plans, specifications, techniques, processes, inventions, business information and other information or materials, owned, possessed or used by GREEN EDGE relating to the TECHNOLOGY, including without limitation, information set forth in the PATENT.

1.6 "EFFECTIVE DATE" is the date set forth in the very first paragraph of this AGREEMENT.

1.7 "MATERIAL" means synthetic landscape mulch within the scope of and covered by at least one issued claim of any PATENT, which has not been held invalid or unenforceable by a court of law or government agency.

1.8 "GROSS SALES" means the invoice price of IMC after deduction of customary trade and quantity discounts, transportation costs (including tariffs), allowances, cash discounts, and outside agents' commissions, on all MATERIALS sold, excluding all returns.

1.9 "TRADEMARKS" means the trademarks "Rubberific" and "Rubberific Mulch" as covered by Trademark Application Serial Nos. 76/227026 and 76/228466 now pending before the United States Patent and Trademark Office.

1.10 "IMC" is one party to this AGREEMENT as described in the very first paragraph of this AGREEMENT.

1.11 "GREEN EDGE" is one party to this AGREEMENT as described in the very first paragraph of this AGREEMENT.

1.12 "TERRITORY" means Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

2. Conveyances

2.1 Patent License Subject to the terms and conditions set forth and specified in this AGREEMENT, GREEN EDGE hereby grants to IMC and its AFFILIATES, and IMC and its

AFFILIATES hereby accept, an exclusive, perpetual, right and license, under the PATENT and under the INFORMATION, to design, make, have made, sub-license, use, sell, distribute, import and export MATERIALS, including the exclusive right and license to use any method covered by any PATENT, in and throughout the TERRITORY.

2.2 Trademark Assignment In consideration of the terms of this AGREEMENT and the substantial goodwill already developed by IMC in the TRADEMARKS, GREEN EDGE hereby transfers to IMC and IMC hereby accepts all of GREEN EDGE's right, title and interest (including its goodwill) in and to the TRADEMARKS, specifically including GREEN EDGE's common law rights therein. Further, upon issuance of the federal registrations on the TRADEMARKS, GREEN EDGE will execute assignment documents prepared by IMC to effect transfer of GREEN EDGE's ownership rights and interest in and to said registrations.

3. Maintenance of the PATENT IMC will pay all fees, costs and expenses, including patent maintenance fees, to maintain any PATENT, including, without limitation, any foreign counterpart PATENT.

4. Right of First Refusal In addition to the rights and licenses herein granted, GREEN EDGE also hereby grants to IMC, and IMC hereby accepts, a right of first refusal to add additional states to the TERRITORY if and when and as any of the remaining states presently licensed to other parties become available for licensing. Upon notice of the availability of additional states by GREEN EDGE, IMC will have forty-five (45) days in each instance to exercise such right of first refusal. If IMC exercises its right, this AGREEMENT will be amended to include the additional state(s) within the TERRITORY and the terms hereof will similarly apply. If IMC does not timely exercise its right of first refusal, GREEN EDGE will be free to do what it please with the additional states, including being free to enter into a license with another party with respect to such state(s).

5. Royalties

affect any other provision or provisions of this AGREEMENT unless the central purpose of this AGREEMENT is thereby compromised.

17.14 **Subcontracting.** IMC may subcontract persons or entities to participate in designing, manufacturing, marketing or selling the MATERIALS.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed and delivered as of the EFFECTIVE DATE.

GREEN EDGE ENTERPRISES, LLC

INTERNATIONAL MULCH COMPANY

Signed *Lee Hendry*

Signed *[Signature]*

Printed Name Lee Hendry

Printed Name Michael J. Miller

Title President
7-29-02

Title President
07-29-02 7-29-02