

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Spectraturf, Inc.		12/30/2003	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Dodge-Regupol, Inc.
<b>Street Address:</b>	715 Fountain Avenue
<b>City:</b>	Lancaster
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	17608
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2168094	SPECTRATURF
Registration Number:	2206155	SPECTRAPOUR

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(610)988-0828
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	610-478-2167
<b>Email:</b>	tfd@stevenslee.com
<b>Correspondent Name:</b>	Timothy F. Demers
<b>Address Line 1:</b>	111 N. Sixth Street
<b>Address Line 4:</b>	Reading, PENNSYLVANIA 19601

<b>ATTORNEY DOCKET NUMBER:</b>	40475.004
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<b>NAME OF SUBMITTER:</b>	Timothy F. Demers
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**Total Attachments: 4**  
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## ASSIGNMENT OF REGISTERED TRADEMARKS

ASSIGNMENT OF REGISTERED TRADEMARKS ("Assignment") dated December 30, 2003, by SPECTRATURF, INC., a Delaware corporation ("Assignor"), in favor of DODGE-REGUPOL, INC., a Pennsylvania corporation ("Assignee").

### BACKGROUND

A. Assignor is the sole owner of the registered trademarks identified on Schedule "A" attached hereto and incorporated herein by reference (the "Trademarks").

B. Assignor and Assignee have entered into an Asset Purchase Agreement dated the date hereof (the "Purchase Agreement") pursuant to which Assignee, among other things, has agreed to purchase certain of the assets owned or used by Assignor in connection with its poured-in place and EPDM rubber manufacturing businesses.

C. In partial consideration of the payment of the Purchase Price (as defined in Section 3 of the Purchase Agreement) by Assignee to Assignor pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to assign, transfer and convey to Assignee all right, title and interest of Assignor in, to and under the Trademarks in accordance with the terms and conditions of this Assignment.

NOW, THEREFORE, Assignor, intending to be legally bound, hereby agrees as follows:

### AGREEMENT

1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated by reference into this Assignment as if set forth in their entirety in this Section 1.

2. Assignment. Assignor hereby assigns, transfers, conveys and sets over unto Assignee all of the right, title and interest of Assignor in, to and under the Trademarks, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, together with all of Assignor's copyrights (including any common law and statutory rights and copyrights which Assignor may have with respect to any photographs, drawings and the like which Assignor uses solely in connection with the Trademarks), registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past infringements thereof, and any of Assignor's other rights relating thereto (collectively, the "Rights").

3. Further Actions. From time to time after the date hereof, and without further consideration (subject to reimbursement of Assignor for reasonable out-of-pocket expenses incurred in connection with Assignor's compliance with clause (a) of this Section 3), Assignor shall promptly provide such reasonable cooperation (including, but not limited to, the execution and delivery of documents and instruments) as Assignee, or its counsel, may

reasonably request in order to permit Assignee to (a) perfect and record Assignee's ownership rights in the Rights or (b) prosecute any infringement thereof.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original of this Assignment and all of which, when taken together, shall be deemed to constitute one and the same agreement.

5. Successors and Assigns. This Assignment, and all of the terms, covenants and provisions hereof, shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns; provided, however, that Assignor may not assign this Assignment or its obligations hereunder without the prior written consent of Assignee. Any assignment in violation of this Section 5 shall be void.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date first set forth above.

SPECTRATURF, INC.

By

Name:

Title:

Attest:

Name:

Title:

STATE OF Missouri :  
COUNTY OF St Louis :

On the 30 day of December, 2003, before me, a notary public, the undersigned officer, personally appeared Daniel M. Klavy, who acknowledged himself to be the Gen. Mgr. + V.P., of SPECTRATURE, INC., a Delaware corporation, and that as such officer, being authorized to do so, executed the foregoing Assignment of Registered Trademarks for the purposes therein contained by signing the name of the corporation by himself as Gen. Mgr. + V.P..

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Sharon Tenholder  
Notary Public

SHARON TENHOLDER  
Notary Public - State of Missouri  
My Comm. Expires 12/31/2006  
My Notary No. 00000000000000000000

Schedule "A"  
to the  
Assignment of Registered Trademarks  
dated as of December 30, 2003  
by  
Spectraturf, Inc. in favor of Dodge-Regupol, Inc.

Registered Trademarks

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
1. SpectraTurf	75084632	2168094	June 23, 1998
2. SpectraPour	75244920	2206155	November 24, 1998