

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spectraturf, Inc.		12/30/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Playsafe Surfaces, Ltd.
Street Address:	135 Freeman Street
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11222
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2263438	SPECTRALOCK

CORRESPONDENCE DATA	
Fax Number:	(314)238-2401
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3142382400
Email:	trademarks@patpro.com
Correspondent Name:	Jonathan P. Soifer
Address Line 1:	12412 Powerscourt Drive
Address Line 2:	Suite 200
Address Line 4:	St. Louis, MISSOURI 63131

ATTORNEY DOCKET NUMBER:	PLSA LOCKUS
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NAME OF SUBMITTER:	Bretta K. Creley
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Total Attachments: 5  
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CH \$40.00 2263438



## ASSIGNMENT OF REGISTERED TRADEMARK

ASSIGNMENT OF REGISTERED TRADEMARKS ("Assignment") dated December 30, 2003, by SPECTRATURF, INC., a Delaware corporation ("Assignor"), in favor of PLAYSAFE SURFACES, LTD., a New York corporation ("Assignee").

### BACKGROUND

A. Assignor is the sole owner of the registered trademark "SpectraLock", identified on Schedule "1(a)" attached hereto and incorporated herein by reference (the "Trademark").

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 vulcanized rubber safety tile manufacturing businesses.

C. In partial consideration of the payment of the Purchase Price (as defined in Section 4 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 Trademark 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 Trademark, 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 Trademark), 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.

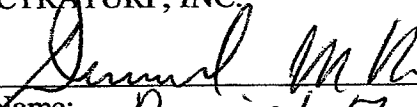
4. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original of this Assignment and all of which, when taken together, shall be deemed to constitute one and the same agreement.

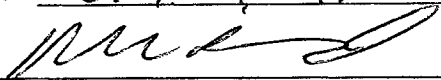
5. Successors and Assigns. This Assignment and all of the terms, covenants and provisions hereof, shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns; provided, however, that Assignor may not assign this Assignment or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

6. Recordation. Assignor hereby agrees that this Assignment may be recorded with the United States Patent and Trademark Office and any other office deemed applicable by the Assignee, and, accordingly, that Assignee will be reflected as the successor in title to the Patents and all and all applications and registrations thereof.

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

SPECTRATURE, INC.

By   
Name: Daniel M. Reavy  
Title: G.M. & V.P.

Attest:   
Name: MICHAEL KEVACO  
Title: PRESIDENT AND CEO

Schedule 1(a)

**SCHEDULES TO THE ASSETS PURCHASE AGREEMENT  
DATED DECEMBER \_\_, 2003  
BY AND BETWEEN  
SPECTRATURF, INC.  
AND  
PLAYSAFE SURFACES, LTD.**

Information Concerning Trademark "SpectraLock"

See documents attached hereto

[Documents directly from Attachment A of the LOI attached]

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~~2 of 7 DOCUMENTS~~

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Trademark Name: SPECTRALOCK

(WORDS ONLY)

Filing Date: January 14, 1997

Serial Number: 75-225578

Official Gazette Status: REGISTERED

Status Date: July 20, 1999

Goods/Services: INTERLOCKING RESILIENT SHOCK ABSORBING PLAY SURFACES (INTERNATIONAL CLASS:

27; US CLASS: 19, 20, 37, 42, 50)

International Class: 27 (FLOOR COVERINGS) - PRIMARY CLASS

U.S. Class: 19 (VEHICLES) - SECONDARY CLASS

20 (LINOLEUM AND OILED CLOTH)

37 (PAPER AND STATIONERY)

42 (KNITTED, NETTED, TEXTILE FABRICS, AND SUBSTITUTES)

50 (MERCHANDISE NOT OTHERWISE CLASSIFIED)

Registration Number: 2263438

Registration Date: July 20, 1999

Register Type: PRINCIPAL REGISTER

Active/Inactive: ACTIVE

PTO Internal Status: NOT AVAILABLE

PTO Status Date: June 04, 1999

First Use Date: January 04, 1999 (INTERNATIONAL CLASS: 27; US CLASS: 19,  
20, 37, 42, 50)

First Commerce Date: January 04, 1999 (INTERNATIONAL CLASS: 27; US CLASS:  
19, 20, 37, 42, 50)

Publication Date: March 03, 1998

Correspondent: MICHAEL KOVAC

POLSTER LIEDER WOODRUFF & LUCCHESI LC

763 SOUTH NEW BALLAS ROAD, ST LOUIS MO 63141

*Handwritten signature*

TRADEMARK