

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southwest Recreational Industries, Inc.		04/05/2004	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	Textile Management Associates, Inc.
Street Address:	204 W. Industrial Blvd.
City:	Dalton
State/Country:	GEORGIA
Postal Code:	30720
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 12		
Property Type	Number	Word Mark
Serial Number:	76385718	HELP MAKE THE WORLD A SAFER PLACE TO PLAY
Serial Number:	76489838	THE NAME UNDER MY GAME
Serial Number:	76489839	THE NAME UNDER OUR GAME
Serial Number:	76489840	THE NAME UNDER THE GAME
Serial Number:	76502769	INVITATIONAL
Serial Number:	76502771	RELAY
Serial Number:	76500700	LEADING THE WAY AT EVERY STAGE OF THE GAME
Serial Number:	76502773	TPS
Serial Number:	76502772	IFS
Serial Number:	76502770	STARTER
Serial Number:	76502768	A CHAMPION ON THE MOVE
Serial Number:	76529617	YOU WON'T BELIEVE YOUR TOES

CORRESPONDENCE DATA	
Fax Number:	(713)652-5152

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 713-308-0176
Email: melissa.labauve@arlaw.com
Correspondent Name: Melissa LaBauve
Address Line 1: 1221 McKinney St.
Address Line 2: Suite 4400
Address Line 4: Houston, TEXAS 77010

ATTORNEY DOCKET NUMBER:	10398-43
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NAME OF SUBMITTER:	Melissa S. LaBauve
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Total Attachments: 5 source=page1#page1.tif source=page3#page1.tif source=sig page#page1.tif source=page 4#page1.tif source=page 5#page1.tif

ASSIGNMENT OF TRADEMARKS/SERVICEMARKS NUNC PRO TUNC

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made as of April 7, 2004, by and between SOUTHWEST RECREATIONAL INDUSTRIES, INC., a Texas corporation, ("Assignor"), on the one hand, and TEXTILE MANAGEMENT ASSOCIATES, INC., a Georgia corporation ("Assignee"), on the other hand.

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated April 7, 2004, as amended (the "Purchase Agreement"), pursuant to which Assignee is to acquire certain intellectual property assets and associated goodwill of Assignor as described in the Purchase Agreement;

WHEREAS, Assignor is the owner of certain Trademarks and Trademark Applications for registration (foreign and domestic) (as set forth in Schedule A) and the good will of the business in connection with which the Trademarks are used as intended to be used and which is associated with and symbolized by the Trademarks which it desires to assign to Assignee; and

WHEREAS, Assignee desires to accept such assignment of Trademarks and Trademark Applications.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, including said Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the Trademarks and Trademark Applications listed on Schedule A, and the goodwill of the business symbolized thereby.

2. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Georgia.

3. Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

Schedule A

Trademarks and Trademark Applications

ATL01/11630661v2

Executed this ___ day of April, 2004.

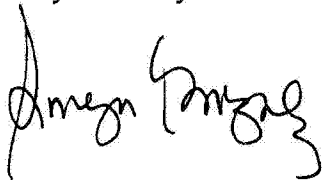
SOUTHWEST RECREATIONAL INDUSTRIES, INC.

By: 
Name: Thomas S. Paccioretti
Title: Chief Restructuring Officer

STATE OF
COUNTY OF

On this 5th day of April, 2004, before me, a Notary Public in and for the State and County aforesaid, personally appeared Thomas S. Paccioretti, known by me to be the person above named and an officer of Southwest Recreational Industries, Inc., duly authorized to execute this Assignment of Trademarks/ServiceMarks on behalf of Southwest Recreational Industries, Inc., who signed and executed the foregoing instrument on behalf of Southwest Recreational Industries, Inc.

Notary Public My Commission Expires: 7-21-07





TURF

In-Licenses

Trademarks

Reg. or App. #	Trademark	Product
1,933,320	ASTROGRASS	Turf
76/330,473	ASTROHOPPER	Not Used
2,538,353	ASTROLAWN	Residential Turf
76/452,356	ASTRONEWS	Turf Newsletter
2,369,221	ASTROPLAY	Tufted Turf
2,697,249	ASTROPLAY LSR YARN	Tufted Turf
n/a	ASTRO SOCCERTURF	Not Used
530,657	ASTROTURF	Knitted Turf
864,757	ASTROTURF	Knitted Turf
1,003,322	ASTROTURF	Knitted Turf
1,471,505	ASTROTURF	Knitted Turf
1,930,544	ASTROTURF	Knitted Turf
1,471,504	ASTROTURF (Stylized)	Knitted Turf
1,471,506	ASTROTURF (Stylized)	Knitted Turf
1,560,910	ASTROTURF (Stylized)	Knitted Turf
76/467,143	ASTROTURF UV (Stylized)	Knitted Turf
1,871,419	ASTROTURF XL	Turf Pad
1,646,033	E-LAYER	Turf
2,841,906	GRASS ZONE	Convertible Turf
2,674,503	MAGIC CARPET	Combo Turf
2,551,120	NEXTURF	Turf
2,692,454	NO MOW, NO GROW, NO H2O!	Turf
2,624,630	OUR GRASS IS ALWAYS GREENER	Turf
1,823,826	PERMA-KNIT	Turf Add-on
2,556,754	PERMATUFT	Turf Add-on
76/372,059	PLAY IN THE SAFETY ZONE	Turf
2,539,897	ROOT ZONE	Turf Add-on
78/291,997	SRI TURFGRASS	Turf
1,897,205	STADIA TURF	Knitted Turf
2,605,617	THATCH ZONE	Turf
2,712,860	THE WATERLESS LAWN	Residential Turf
1,989,448	THERE IS NO EQUAL	Turf
76/175,743	WHAT THE WORLD PLAYS ON	Turf
n/a	HELP MAKE THE WORLD A SAFER PLACE TO PLAY	Turf
7,825,858	FIELDHOUSE	Golf Surface
1,873,956	FIELDHOUSE (Stylized)	Golf Surface
2,723,075	FRINGETURF	Putting Greens
2,696,295	TALLTURF	Golf Surface
2,769,328	ULTRAMAT	Golf Surface

FIFA Recommended

Track

Trademarks		In-Licenses
Reg. or App. #	Trademark	Product
1,932,868	EUROTAN	Track
78/188,391	GRANUTAN	Not Used
1,737,871	URE-FLEX	Paint for Track
n/a	INVITATIONAL	Track
n/a	RELAY	Track
n/a	STARTER	Track

Tennis

Trademarks		In-Licenses
Reg. or App. #	Trademark	Product
2,558,853	ASTROCOURT	Turf Tennis Court
1,389,784	SLIPSHEET	Cold Weather Surface
n/a	TPS	Tennis Surfaces

General

Trademarks		In-Licenses
Reg. or App. #	Trademark	Product
2,139,092	ASTROPLAN	Not in Use
2,593,105	PEXLON	Fiber
1,629,263	POLYNIT	Not in Use
1,877,701	POLYPRO XL	Not in Use
1,996,364	POLYPRO	Not in Use
n/a	SRI SPORTS	General Use
1,867,207	SW	General Use
n/a	THE NAME UNDER YOUR GAME	General Use
n/a	LEADING THE WAY AT EVERY STAGE OF THE GAME	General Use
n/a	A CHAMPION ON THE MOVE	General Use
n/a	YOU WON'T BELIEVE YOUR TOES	General Use
76/460,359	SPORTS FACILITIES TODAY	Magazine