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RECORDATION FORM COVER SHE



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OFFICE OF PATENT RECORDATION
2004 FEB 27 AM 9:21
FINANCE SECTION

Please record the attached assignment document.

- Name of conveying party:
SpectraTurf, Inc.
State of incorporation: California
- Name and address of receiving party:
UNITED SPORTS GROUP LLC
135 Day Street
Newington, CT 06111
State of incorporation: Delaware
- Nature of Conveyance: Assignment executed on November 26, 2003.
- Assignment to be recorded against U.S. Trademark Application Nos. 78/320,121 and 78/320,088.
- Name and address of party to whom correspondence concerning document should be mailed:
Clifford P. Kelly, Esq.
Alix, Yale & Ristas, LLP
750 Main Street
Hartford, CT 06103-2721
- Total number of applications involved: 2
- Total number of pages: 4
- Total fee enclosed: \$65.00 If this amount is incorrect, please charge or credit the difference to Deposit Account No. 16-2563.

To the best of my knowledge and belief, the foregoing information is true and correct and the attached document copy is a true copy of the original document.

By:
Name: Clifford P. Kelly
Title: Owner's Attorney

Date: 02/24/2004

Attorney's Docket: USG/M601

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TRADEMARK
REEL: 002922 FRAME: 0979

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, effective as of November 26, 2003, is made by and between SPECTRATURF, INC. ("Assignor") and UNITED SPORTS GROUP LLC, a Delaware corporation ("Assignee").

WHEREAS, Assignor has adopted, used and is using, and is the sole owner of the marks set forth on Schedule 1 hereof (the "Marks"), including all registrations and applications for registrations therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all of its legal and equitable right, title, and interest throughout the world in and to the Marks and all registrations and applications for registrations of the Marks, including the applications for registrations identified on Schedule 1, together with the goodwill of the business symbolized by the Marks, and together with all of Assignor's right to sue and recover for past, present and future infringements of the Mark (collectively, the "Assigned Property"), free and clear of all liens, mortgages, claims, charges, security interests, transfer restrictions and other interests or encumbrances, the same to have and to hold by Assignee as fully and entirely as the same would have been held by Assignor had this assignment not been made.

Assignor hereby agrees as to all Assigned Property to assist the Assignee in every proper way (but at the Assignee's expense) to obtain and from time to time enforce trademarks and other rights and protections relating to the Assigned Property in any and all countries, and to that end Assignor will execute all documents for use in applying for and obtaining such trademarks and other rights and protections and enforcing the same, as Assignee may reasonable request, together with any assignments thereof to Assignee or persons designated by it. In the event Assignee is unable, after reasonable effort, to secure Assignor's signature on any document or documents needed to apply for or prosecute any trademark, or other right or protection relating to any Assigned Property, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact to act for and on Assignor's behalf to execute and file any such application or applications

SCHEDULE 1
TO
TRADEMARK ASSIGNMENT

<u>Mark</u>	<u>Application Number(s).</u>
SPECTRATRACK	78320121
SPECTRAGRAS	78320088
SPECTRAGRASS	none