

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

MRP Acquisition LLC

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other: Limited Liability Company

Citizenship: DE

Execution Date(s): 11/3/04

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: Amendment to Assignment & Notice of Grant

**2. Name and address of receiving party(ies):**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Citizens Bank of Massachusetts

Internal Address: \_\_\_\_\_

Street Address: 28 State Street

City: Boston

State: MA

Country: US Zip: 02109

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other: Bank

Citizenship: \_\_\_\_\_  
Citizenship: \_\_\_\_\_  
Citizenship: \_\_\_\_\_  
Citizenship: \_\_\_\_\_  
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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark(s):**

A. Trademark Application No. (s):

B. Trademark Registration No. (s):

2,833,609

Additional sheet(s) attached?  Yes  No

**5. Name and address of party to whom correspondence concerning document should be mailed:**

Name: Christopher E. Kondracki

Address: 2001 Jefferson Davis Highway

Suite 1007

Arlington, Virginia 22202

Phone Number: (703) 415-1555

Fax Number: (703) 415-1557

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

1

**7. Total Fee (37 CFR 2.6(b)(6) & 3.41):** \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged by Deposit Account
- Fees Enclosed

**8. Payment Information:**

Deposit Account Number: 19-3545

Authorized User Name: Christopher E. Kondracki

**9. Signature:**

CE Kondracki  
Signature

11/19/04  
Date

Christopher E. Kondracki  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: **8**

CH \$40.00 193545 2833609

AMENDMENT TO  
CONDITIONAL ASSIGNMENT OF TRADEMARKS  
AND  
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This Amendment to Conditional Assignment of Trademarks and Notice of Grant of Security Interest in Trademarks (the "Amendment") is made as of the 3<sup>rd</sup> day of November, 2004 by and between:

**MRP Acquisition LLC** (the "Borrower"), a Delaware limited liability company, having its principal place of business c/o Bariston Partners, LLC 265 Franklin Street, Boston, Massachusetts 02110, and

**Citizens Bank of Massachusetts** (the "Bank"), having a place of business at 28 State Street, Boston, Massachusetts 02109

in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Borrower executed and delivered a certain Conditional Assignment of Trademarks and Notice of Grant of Security Interest in Trademarks dated as of December 15, 1998 in favor of State Street Bank and Trust Company ("State Street") (as amended from time to time, collectively, the "Security Agreement") and filed with the United States Trademark Office on December 29, 1998 in Reel 1833 Frame 368, pursuant to which the Borrower pledged, assigned and granted a security interest in favor of the State Street in certain Trademarks (as defined therein); and

WHEREAS, State Street has assigned all of its right, title and interest in and to the Security Agreement, and the obligations secured thereby, to the Bank pursuant to a certain Notice of Assignment of Notice of Grant of Security Interest in Trademarks dated October 1, 1999;

WHEREAS, the Borrower has acquired an additional Trademark and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademark in favor of the Bank.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Security Agreement.
2. Amendment to Exhibit A. Exhibit A to the Security Agreement is hereby amended by adding thereto, the Trademark set forth on Exhibit A, annexed hereto and incorporated herein by reference.

3. Miscellaneous:

- a. Except as provided herein, all terms and conditions of the Security Agreement remain in full force and effect. The Borrower hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained, including, without limitation, the grant of the security interest in favor of the Bank in and to all existing and hereafter acquired Trademarks.
- b. This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed shall be an original and all which together shall constitute one instrument.
- c. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[The balance of this page left intentionally blank; signature pages to follow.]

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Borrower"

MRP ACQUISITION LLC

By: JS Kendrick

Name: James Kendrick

Title: President

"Bank"

CITIZENS BANK OF MASSACHUSETTS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Borrower"

MRP ACQUISITION LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

"Bank"

CITIZENS BANK OF MASSACHUSETTS

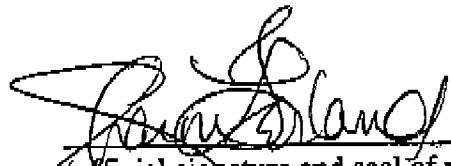
By: Frank J. Gruetere

Name: FRANK J. GRUETERE

Title: SENIOR VICE PRESIDENT

STATE OF VERMONT  
COUNTY OF California, ss

On this 3 day of November, 2004, before me, the undersigned notary public, personally appeared James Kendrick, President of MRP Acquisition LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, which were VT Drivers License #41819758, to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
(official signature and seal of notary)  
My commission expires: 10 Feb 2007

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF \_\_\_\_\_, ss

On this \_\_\_ day of \_\_\_\_\_, 2004, before me, the undersigned notary public, personally appeared \_\_\_\_\_, a \_\_\_\_\_ of Citizens Bank of Massachusetts, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
(official signature and seal of notary)  
My commission expires: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF \_\_\_\_\_, ss

On this \_\_\_ day of \_\_\_\_\_, 2004, before me, the undersigned notary public, personally appeared \_\_\_\_\_, a \_\_\_\_\_ of MRP Acquisition LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
(official signature and seal of notary)  
My commission expires: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF Suffolk ss

On this 3 day of November, 2004, before me, the undersigned notary public, personally appeared Frank Graeter, a  Sr. Vice President of Citizens Bank of Massachusetts, proved to me through satisfactory evidence of identification, which were Ma. Drivers Lic., to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Rosemary Mooney  
(official signature and seal of notary)  
My commission expires: \_\_\_\_\_

ROSEMARY MOONEY  
Notary Public  
My Commission Expires  
August 25, 2006

EXHIBIT A

Trademarks	Registration Number	Serial Number
Turf	2,833,609	76-289,979

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