

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/07/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Southwest Recreational Industries, Inc.		05/11/2005	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	Textile Management Associates, Inc.
Street Address:	1906 South Hamilton Street
City:	Dalton
State/Country:	GEORGIA
Postal Code:	30720
Entity Type:	CORPORATION: GEORGIA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	0830657	ASTROTURF
Registration Number:	1003222	ASTROTURF
Registration Number:	1471506	ASTROTURF
Registration Number:	1825856	FIELDHOUSE
Registration Number:	2641906	GRASS ZONE
Registration Number:	2551139	NEXTURF
Registration Number:	2502105	PEXLON
Registration Number:	2816130	PLAY IN THE SAFETY ZONE
Registration Number:	1381784	SLIPSHEET
Serial Number:	78168381	GRANUTAN

**CORRESPONDENCE DATA**

CH \$265.00 0830657

Fax Number: (423)785-8480  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 423-785-8295  
Email: pliner@millermartin.com  
Correspondent Name: Patricia P. Liner  
Address Line 1: Suite 1000 Volunteer Building  
Address Line 2: 832 Georgia Avenue  
Address Line 4: Chattanooga, TENNESSEE 37402

NAME OF SUBMITTER:	Patricia P. Liner
Signature:	/Patricia P. Liner/
Date:	05/19/2005

Total Attachments: 4  
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**CORRECTIVE ASSIGNMENT OF TRADEMARKS/SERVICEMARKS  
NUNC PRO TUNC**

THIS CORRECTIVE ASSIGNMENT OF TRADEMARKS/SERVICEMARKS NUNC PRO TUNC (the "Corrective Assignment of Trademarks Agreement") is made effective 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 entered into a certain Asset Purchase Agreement dated April 7, 2004, as amended (the "Purchase Agreement"), and an Assignment of Trademarks/Service Marks Nunc Pro Tunc dated April 7, 2004 (the "Assignment of Trademarks Agreement"), pursuant to which Assignee acquired certain intellectual property assets and associated goodwill of Assignor;

WHEREAS, the Assignment of Trademarks Agreement contained numerous typographical errors which the Assignor and Assignee desire to correct by executing this Corrective Assignment of Trademarks Agreement;

WHEREAS, Assignor is the owner of certain trademarks and trademark applications for registration (as set forth in Schedule A) and the goodwill 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 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. Representation. Assignee represents that the registration numbers or serial numbers for the trademarks listed on the attached Schedule A were incorrectly listed in the Assignment of Trademarks Agreement and the purpose of this Corrective Assignment of Trademarks Agreement is to correctly identify the trademarks which were the subject of the Assignment of Trademarks Agreement. Assignee acknowledges that the Assignor is relying upon this representation in entering into this Corrective Assignment of Trademarks Agreement and agrees to indemnify and hold the Assignor harmless from and against any and all claims, damages, expenses, costs of litigation and attorneys fees arising from or related to this Corrective Assignment of Trademarks Agreement.

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

4. Purchase Agreement. Nothing contained in this Corrective Assignment of Trademarks Agreement 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 or the Assignment of Trademarks Agreement, all of which survive the execution and delivery of this Corrective Assignment of Trademarks Agreement 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.

5. Successors and Assigns. This Corrective Assignment of Trademarks Agreement shall inure to the benefit of and be binding on the successors and assigns of both parties.

Executed this 11<sup>th</sup> day of May, 2005.

SOUTHWEST RECREATIONAL INDUSTRIES, INC.

By: Ronald H. Glass  
Name: RONALD H. GLASS  
Title: Chapter 11 Trustee

STATE OF Georgia

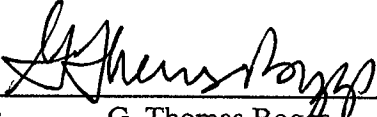
COUNTY OF Fulton

On this 11<sup>th</sup> day of May, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared Ronald Glass known by me to be the person above named and an officer of Southwest Recreational Industries, Inc., duly authorized to execute this Corrective Assignment of Trademarks/Serviceemarks on behalf of Southwest Recreational Industries, Inc., who signed and executed the foregoing instrument on behalf of Southwest Recreational Industries, Inc.

[Signature]  
Notary Public  
My Commission Expires: 6-27-08

Executed this 17 day of May, 2005.

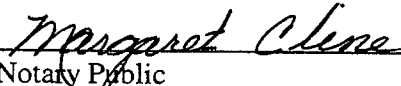
TEXTILE MANAGEMENT ASSOCIATES, INC.

By:   
Name: G. Thomas Boggs  
Title: Chief Financial Officer

STATE OF GEORGIA

COUNTY OF Whitfield

On this 17 day of May, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared G. Thomas Boggs, known by me to be the person above named and an officer of Textile Management Associates, Inc., duly authorized to execute this Corrective Assignment of Trademarks/Service marks on behalf of Textile Management Associates, Inc., who signed and executed the foregoing instrument on behalf of Textile Management Associates, Inc.

  
Notary Public  
My Commission Expires:

MY COMMISSION EXPIRES APRIL 12, 2007

**Schedule A**

<b>REGISTRATION [SER. NO.]</b>	<b>TRADEMARK</b>	<b>COUNTRY</b>
830,657	ASTROTURF	USA
1,003,222	ASTROTURF	USA
1,471,506	ASTROTURF (Script Design)	USA
1,825,856	FIELDHOUSE	USA
[78/168,381]	GRANUTAN	USA
2,641,906	GRASS ZONE	USA
2,551,139	NEXTURF	USA
2,502,105	PEXLON	USA
2,816,130	PLAY IN THE SAFETY ZONE	USA
1,381,784	SLIPSHEET	USA
680,826	ASTROTURF	Chile
Z970,203	ASTROTURF	Croatia
Ser. No. 51869	ASTROTURF Since 1965 & Design	Cyprus
Ser. No. 51868	ASTROGRASS Since 1965 & Design	Cyprus
4,524,725	ASTROPLAY	Japan
Ser. No. 96134/1996	ASTROGRASS	Japan
M/79,328	ASTROTURF	Malaysia
96001278	ASTROGRASS	Malaysia
01442 (formerly 12,889)	ASTROTURF	Netherlands Antilles
Ser. No. 626,463	ROOT ZONE	New Zealand
S/33,064	ASTROTURF	Sabah/Malaysia
T78/76658H	ASTROTURF	Singapore