

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Settlement Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Southwest Recreational Industries, Inc.		04/07/2005	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: 8

Property Type	Number	Word Mark
Registration Number:	2539774	MARTIN ISS
Registration Number:	2823282	PLAY IN THE SAFETY ZONE
Registration Number:	2239178	PROTURF
Registration Number:	1637661	TARTAN
Registration Number:	2266858	VERSATURF "360"
Serial Number:	78314743	IRONTUFF
Serial Number:	78334562	PUREGRASS
Serial Number:	78334606	SWEETSPOT

CORRESPONDENCE DATA

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

CH \$215.00 2539774

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:	05/20/2005

Total Attachments: 12

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SETTLEMENT AGREEMENT

This Agreement entered into this 7th day of April, 2005 between Ronald L. Glass, in his capacity as Chapter 11 Trustee for Southwest Recreational Industries, Inc. ("Trustee") and Textile Management Associates, Inc. ("TMA").

WHEREAS, on April 6, 2004 an Order was entered in Case No. 04-40656 in the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court") approving the sale by Southwest Recreational Industries, Inc., ("SRP") of certain of its assets, and the assignment of certain of its liabilities to TMA (the "Sale Order"); and

WHEREAS, on April 7, 2004, SRI and TMA entered into an Asset Purchase Agreement ("APA") and collateral documents concerning and effecting such sale and assignments (the "Sale") all as authorized by the Sale Order; and

WHEREAS, the Bankruptcy Court appointed Mr. Glass as Chapter 11 Trustee on the 10th day of September, 2004; and

WHEREAS, Trustee and TMA desire to resolve all remaining issues pertaining to the Sale as set forth below;

THEREFORE, in consideration of mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

-1-

All Acquired Assets and all Excluded Assets are in possession of Trustee or TMA as provided for in the APA or are otherwise accounted for. To the extent personal property identified in Schedule 1(a)(ii) of the APA has not been located, TMA hereby releases any claim thereto. To the extent personal property of SRI not listed on Schedule 1(a)(ii) of the APA was acquired by, or came into possession of, TMA, Trustee hereby releases any claim thereto and quit claims any interest therein to TMA.

-2-

Contemporaneously with the execution of this Agreement Trustee shall:

(a) Assign to TMA the Intellectual Property described on Exhibit "A" attached hereto and made a part hereof; and

(b) Provide TMA access to the Intellectual Property files described on Exhibit "B" attached hereto and made a part hereof for the purpose of photocopying to the extent that such files exist and are in the possession, custody and control of the Trustee. Such files shall be made available in the location at which such files are or may be stored. The Trustee makes no representation or warranty that such files exist, that they are currently in the possession, custody

or control of the Trustee or as to the contents or condition of such files. TMA shall be solely responsible for any costs or expenses it may incur in reviewing or copying such files and shall reimburse the Trustee for all costs and expenses incurred by the Trustee in providing TMA access to such files. The Trustee retains the right to seek abandon these files at any time during the course of the SRI Bankruptcy Case and in accordance with the Bankruptcy Code and Rules.

-3-

TMA releases Trustee from any obligation with respect to accrued warehousing fees of SRI resulting from the storage of its inventory at the Dalton Owned Real Property or the Chatsworth Owned Real Property. In consideration for such release by TMA, Trustee hereby releases any claim to any inventory remaining at the Dalton Owned Real Property and the Chatsworth Owned Real Property and quit claims any interest to such inventory to TMA.

-4-

Trustee acknowledges that TMA has paid 2004 ad valorem taxes in the amount of \$6,530.40 pertaining to the Chatsworth Owned Real Property. TMA acknowledges to the Trustee that the Trustee has paid the Murray County Tax Commissioner \$2,354.86 as its share of the 2004 ad valorem taxes for the Chatsworth Owned Real Property plus any interest and penalty which may arise thereon for late payment.

-5-

Trustee acknowledges that TMA has paid 2004 city taxes in the amount of \$1,334.70 pertaining to the Chatsworth Owned Real Property. TMA acknowledges to the Trustee that the Trustee has paid the City of Chatsworth, Georgia \$481.06 as its share of the 2004 city taxes on the Chatsworth Owned Real Property plus any interest and penalty which may arise thereon for late payment.

-6-

Trustee acknowledges that TMA has paid 2004 ad valorem taxes in the amount of \$18,537.27 pertaining to the Dalton Owned Real Property. TMA acknowledges to the Trustee that the Trustee has paid Whitfield County Tax Commissioner \$6,684.45 as its share of the 2004 ad valorem taxes pertaining to the Dalton Owned Real Property plus any interest and penalty which may arise thereon for late payment.

-7-

Trustee acknowledges that TMA has paid 2004 ad valorem taxes in the amount of \$11,914.83 pertaining to personal property located in Whitfield County, Georgia. TMA acknowledges to the Trustee that the Trustee has paid the Whitfield County Tax Commissioner \$4,296.42 as its share of the 2004 ad valorem taxes on personal property located in Whitfield County plus any interest and penalty which may arise thereon for late payments.

TMA hereby acknowledges and agrees that it shall either continue to maintain and provide the Trustee access to the Transferred Books and Records as required in Section 8(k)(i) and (ii) of the APA provided, however, that the Trustee's access to TMA's AS400 computer system shall continue until December 31, 2005 on the condition that the Trustee shall pay TMA \$5,000 per month for access to said computer system until December 31, 2005. TMA makes no representations or warranties as to the accuracy or the reliability of the AS400 computer system or of the data contained therein. TMA shall maintain the AS400 in normal, operating condition and in accordance with the manufacturer's specifications therefore including, but not limited to, providing such service and maintenance as may be required to ensure that the Trustee can access any data stored on such computer, to prevent the destruction, deletion or modification of any data currently stored thereon and maintaining, storing and operating the AS400 in a temperature-controlled room. To the extent that the Trustee should request information or reports in electronic form from the data stored on the AS400, such requests shall be made directly to Mary Pressler of TMA and TMA shall provide all such information and reports as may be reasonably requested by the Trustee. In addition, TMA shall continue to provide the Trustee's financial advisors with remote access to the AS400; provided, however, that to the extent any data is deleted, modified or damaged by employee or agents of the Trustee while accessing the AS400 remotely, TMA shall have no obligation or liability to the Trustee on account of such deletion, modification or damage by employees or agents of the Trustee.. On December 31, 2005, TMA shall prepare, at its own expense, a back up copy of all of the SRI data stored on the AS400 and shall provide the Trustee with a copy of that tape. Absent further written agreement of the parties, and upon delivery of the back-up tape, TMA shall have no obligation to maintain the AS400 or to provide the Trustee with access thereto after December 31, 2005.

TMA and the Trustee agree that the non-exclusive royalty-free worldwide license of SRI for the use of the Intellectual Property as described in Section 8(l)(i) of the APA has expired by its terms.

Except for the obligations arising from this Agreement, each party hereby releases and discharges, for himself or itself, and his or its representatives, successors and assigns, the other party of and from all causes of action, claims, known and unknown, concerning or arising out of Paragraph 2(c) of the APA.

Capitalized terms used in this Settlement Agreement and not otherwise defined herein shall have the meanings assigned to such terms in the APA.

This Agreement may be executed in one or more counterparts and by facsimile signatures, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

-13-

No person or entity (other than the parties to this Agreement and their respective successors) shall have or be construed to have any legal or equitable right, remedy or claim under, in respect of or by virtue of this Agreement or any provisions herein.

-14-

All notices, requests, demands and other communications under this Agreement to the party shall be in writing and shall be personally delivered or sent by commercial overnight courier, facsimile (with the original to be immediately followed by mail), or certified or registered mail, postage prepaid to the following addresses:

If to Trustee: Ronald L. Glass, Trustee
 Glass Ratner Advisory & Capital Group LLC
 Prominence in Buckhead
 Suite 1900
 3475 Piedmont Road
 Atlanta, GA 30305

With a copy to: (which shall not constitute notice):

McKenna Long & Aldridge LLP
Suite 5300
303 Peachtree Street
Atlanta, Georgia 30308
Attention: Gary W. Marsh and Henry F. Sewell, Jr.

If to TMA: Textile Management Associates, Inc.
 Attention: Tommy Boggs
 1906 South Hamilton Street
 Dalton, Georgia 30720

With a copy to: (which shall not constitute notice)

Minor, Bell & Neal
P.O. Box 2586
Dalton, Georgia 30722
Attention: John P. Neal, III and James H. Bisson, III

IN WITNESS WHEREOF the parties have caused this Settlement Agreement to be executed as of the date first above written.

TRUSTEE:

Ronald L. Glass

Ronald L. Glass, in his capacity as Chapter
11 Trustee for
Southwest Recreational Industries, Inc.

TMA:

Textile Management Associates, Inc.

By: Tom P. [Signature] Pres.
Authorized Officer

EXHIBIT "A"
INTELLECTUAL PROPERTY SCHEDULE

1. Irontuff trademark application ser. no. 78/314,743.
2. Martin ISS trademark registration no. 2,539,774.
3. Play in the Safety Zone trademark registration no. 2,823,282 (ser.no. 78/205,992).
4. Proturf trademark registration no. 2,239,178.
5. Puregrass trademark application no. 78/334,562.
6. Sweetspot trademark application ser. no. 78/334,606.
7. Tartan trademark registration no. 1,637,661.
8. Versaturf "360" trademark registration no. 2,266,858
9. U.S. Patent No. 5,976,645 ("Avery Patent")

EXHIBIT "B"

Astro Carpet Mills, Inc. (Re: Correspondence-Use of Astro Putt Trademark)
Astro Express
AstroGrass
AstroLawn - Dealer Agmts
AstroLawn Franchise
AstroPlay
AstroPlay Docs
AstroTurf
AstroTurf - 022187.000 - Correspondence 4/1/93
AstroTurf - Confidential Financing Memorandum - 12/94
AstroTurf - Confidential Financing Memorandum prepared by River Associates
AstroTurf - Conica Corp Business Description 12/94
AstroTurf - Equipment Appraisal 7/94
AstroTurf - Itemized Listing with No Values of: AstroTurf, Inc.
AstroTurf - Jean Harmon v. AstroTurf - Age Discrimination Charge
AstroTurf - Norfolk State Univ/Curtex Construction v. SRI - Wrtly & Bond Claims
AstroTurf - Phony Grass Roots Articles
AstroTurf - Raymond A. Murawski v. Balsam Corp. - Wrtly & Bond Claims
AstroTurf - Velda Cross v. AstroTurf - Cross Sex Discrimination Charge
AstroTurf Confidential Memorandum prepared by Harris Williams & Co.
AstroTurf Manufacturing
AstroTurf Mfg Co, 5 Star Closing Docs, SSI Acquisition
AstroTurf v Illinois
AstroTurf v. NFL
AstroTurf v. Petosa Bros
AstroTurf v. Petosa Bros/US Capital Corp - Wrtly & Bond Claims
AstroTurf v. Plafield
AV Link
AV Turf
Avery Turf
Avery, George
Balsam-Astro fine EPA
Balsam-AstroTurf Acquisition
Balsam-AstroTurf Acquisition
Balsam-AstroTurf Fire
Bayer - Patent Application Agmt
Bayer - Trademark Use Agmt
Bayer Sales Agreement - 2003
Certificate of Merger of Five Star with and into AMC
Contract Coating
Cross v AstroTurf
DD Action Turf
DD Martin Surfacing, Inc. - ActionTurf Trademark Opposition and Infringement
Edel Grass Legal File
FieldTurf Builders, Inc.
FieldTurf V SWRI- Discovery Vols 1-5; Pleadings Vol 1-3
FieldTurf V SWRI- Fields Lost by Fieldturf
FieldTurf V SWRI- Predatory Pricing Figures
FieldTurf V SWRI-All Astroplay Installations
FieldTurf V SWRI-Appeal: Pleadings vol 9, Corresp, Appellate briefs
FieldTurf V SWRI-Articles
FieldTurf V SWRI-Attorney Notes
FieldTurf V SWRI-Charts

FieldTurf V SWRI-Chronology
FieldTurf V SWRI-Competitors
FieldTurf V SWRI-Comsumer Products Safety Commission
FieldTurf V SWRI-Cookerly & Co
FieldTurf V SWRI-Coquitlam Tender
FieldTurf V SWRI-Correspondence Vols 1-5
FieldTurf V SWRI-Customer of FieldTurf
FieldTurf V SWRI-Depositions
FieldTurf V SWRI-Depositions
FieldTurf V SWRI-Depositions and Summary for RJS
FieldTurf V SWRI-Designated FT Trial Exhibits Re Squires
FieldTurf V SWRI-Discovery Vols 1-2
FieldTurf V SWRI-Docket
FieldTurf V SWRI-Document Production Logs
FieldTurf V SWRI-Drafts
FieldTurf V SWRI-Dunn and Bradstreet
FieldTurf V SWRI-Exhibits and Witness Lists
FieldTurf V SWRI-Experts
FieldTurf V SWRI-FieldTurf Installations
FieldTurf V SWRI-Gillman e-mails
FieldTurf V SWRI-Hot Docs & Trial Exhibits
FieldTurf V SWRI-Hot Docs & Trial Exhibits
FieldTurf V SWRI-Infringement Backup Docs
FieldTurf V SWRI-Infringement Opinion
FieldTurf V SWRI-Invoices
FieldTurf V SWRI-J-Drain Sample
FieldTurf V SWRI-Judgement
FieldTurf V SWRI-Pleadings Vols 1-3
FieldTurf V SWRI-Pleadings Vols 13 & 14
FieldTurf V SWRI-Pleadings Vols 4-12
FieldTurf V SWRI-Predatory Pricing and Patent
FieldTurf V SWRI-Press Releases
FieldTurf V SWRI-Privileged logs, Research, RIP
FieldTurf V SWRI-Quality legal
FieldTurf V SWRI-Reply to FT Response to MSJ
FieldTurf V SWRI-SRI Docs
FieldTurf V SWRI-SRI Mtn for Summary Jdgment
FieldTurf V SWRI-Test Methods
FieldTurf V SWRI-UCC Search, Usenet/Internet Search
FieldTurf V SWRI-Vendors (SW), Trial Motions
FieldTurf V SWRI-Wright, David (burning tire e-mail)
FieldTurf v. SRI
Five Star Finishing - Cementery Easement
Five Star v. Buckner
Genie Manufacturing - Licensing Agmt
Hazardous Materials Permit & Application Info and Permits
Hummer Turf
Intellectual Property Notebook
Isotec - Draft of Supply Agmt
Lanrec v. AstroTurf UK
Martin Surfacing v. SWRI (Trademark)
Merger of AstroTurf Mfg into SRI
Mono Filament Fiber
Monsanto
Mosteller v AstroTurf
New Articles - Turf

Nexturf
Nexturf Confidentiality Agmts
NFL Experience Turf - Jonathan Melnick
Pro Turf Plant - Pittsburg, KS
Problem Fields
Putting Greens International, Inc. - Promissory Note
Quest Turf
Rubber Filled Turf
Rubber Supply Contracts
Running Track Specifications
Seal Flex - Correspondence
Seal Flex - Infringement Notices
Seal Flex - Notes & Research
Seal Flex Depositions
Seal Flex v. Athletic Track
Solutia - Agmt
South Synthetic Turf, Inc.
Speciality Surfaces v. Playfield
Specialty Surfaces Intl.
Specialty Surfaces v. Playfield
SportsGrass v. Motz
SprinTurf - 98-01 AstroPlay Installs
SprinTurf - Analysis of 645 Patent (Adams & Reese)
SprinTurf - AstroPlay Job Cost Summaries
SprinTurf - Atty Notes
SprinTurf - Avery, G.
SprinTurf - Chronologies
SprinTurf - Discovery
SprinTurf - Document Production
SprinTurf - Drafts
SprinTurf - George Avery Documents - Binder
SprinTurf - German Patent
SprinTurf - Indemnification - Birdville ISD
SprinTurf - Indemnification - Birmingham PS
SprinTurf - Indemnification - Omaha PSD
SprinTurf - Indemnification to Customers
SprinTurf - Infringement Opinion- Miller & Martin
SprinTurf - Injunction Hearing
SprinTurf - Invoices
SprinTurf - Jan Vasquez File
SprinTurf - Julicher Criminal Record
SprinTurf - Julicher v. Lioi
SprinTurf - Lioi v. Julicher
SprinTurf - Lioi v. Safturf
SprinTurf - Liztown, PA
SprinTurf - Open Records Requests
SprinTurf - Patent File History
SprinTurf - Patents
SprinTurf - Preliminary Injunction Hearing
SprinTurf - Prior Art
SprinTurf - Public Records Search
SprinTurf - Research
SprinTurf - Safturf Patent
SprinTurf - SRI - Bates No. SS00001 - SS1024
SprinTurf - SRI - Bates No. SS01025 - SS01278
SprinTurf - SynTenniCo Depositions

SprinTurf - T. Guy Minetti
SprinTurf - Threats - Cathedral HS
SprinTurf - Threats - St. Cloud State University
SprinTurf - Trademark Infringement
SprinTurf - Villanova
SprinTurf - William "Bill" Sorenson
SprinTurf Depositions - Avery, George
SprinTurf Depositions - Belles, Andy
SprinTurf Depositions - Brooks, Andrew
SprinTurf Depositions - Cheskin, Bruce
SprinTurf Depositions - Chew, Lee
SprinTurf Depositions - Daluise, Dan
SprinTurf Depositions - DeFreitas, Lee
SprinTurf Depositions - Julicher, Hank
SprinTurf Depositions - Lioi, Paul
SprinTurf Depositions - Seaton, Reed
SprinTurf v. SRI - Bates No. SW010707-10914
SprinTurf v. SRI - Correspondence
SprinTurf v. SRI - Correspondence (Pre-litigation)
SprinTurf v. SRI - Correspondence Vol. 2
SprinTurf v. SRI - Insurance
SprinTurf v. SRI - Lioi, Paul - Lioi v. Safturf
SprinTurf v. SRI - Open Records Requests
SprinTurf v. SRI - Pollack, Judge
SRI - All Sport Trademark Infringement
SRI - American Systems Corp - Seal-Flex Territories
SRI - Anti-Trust Presentation - Turf Sales Mtg - 7/20/99
SRI - Original - Avery Assignment of Sprinturf Patent
SRI - Original - Bayer Sales Contract 10/1/02 - 9/30/07
SRI - Original - BaySport Agmt 1/8/03
SRI - Original - FieldTurf Non-Disclosure
SRI - Original - Harte-Hanks
SRI - Original - Solutia Sales Contract & Ltr Agmt
SRI - Original - SRI v. Stadia Turf - Settlement Documents
SRI - Originals sent to TMG 8-6-04 - Combined & Stabilized Turf Patent No. 6,372,310
SRI - Originals sent to TMG 8-6-04 - Combined Turf Patent Patent No. 6,242,062
SRI - Originals sent to TMG 8-6-04 - Diamond Cross Section Patent No. 6,432,505
SRI - Originals sent to TMG 8-6-04 - Patent - 6,491,991, B2 (NexTurf)
SRI - Originals sent to TMG 8-6-04 - Patent - AstroPlay
SRI - Originals sent to TMG 8-6-04 - Patent License Agmt - Synthetic Industries
SRI - Originals sent to TMG 8-6-04 - Trademark - Astrohopper
SRI - Originals sent to TMG 8-6-04 - Trademark - Astrolawn
SRI - Originals sent to TMG 8-6-04 - Trademark - Astroplay LSR Yarn
SRI - Originals sent to TMG 8-6-04 - Trademark - Fringeturf
SRI - Originals sent to TMG 8-6-04 - Trademark - Grass Zone
SRI - Originals sent to TMG 8-6-04 - Trademark - Magic Carpet
SRI - Originals sent to TMG 8-6-04 - Trademark - No Mow, No Grow, No H2O
SRI - Originals sent to TMG 8-6-04 - Trademark - Our Grass is Always Greener
SRI - Originals sent to TMG 8-6-04 - Trademark - Tallturf
SRI - Originals sent to TMG 8-6-04 - Trademark - The Waterless Lawn
SRI - Originals sent to TMG 8-6-04 - Trademark - Ultramat
SRI Sports - Competitor Information
SRI V FT-Field Reports, FT Videos
SRI V FT-Field Test Reports
SRI V FT-Internatinal job costs and turf costs
SRI V FT-Work Requests, Field Test Reports, R & D

SRI v. LESSCO - AstroTurf File
SRI v. SprinTurf - Correspondence
SWRI V FT
SWRI V FT-ASPG Docs
SWRI V FT-Atty Notes, Reed Notes, Univ of NE Proposal
SWRI V FT-Corres Vol 1-3, Internal Corres, drafts, emails, invoices
SWRI V FT-Depositions
SWRI V FT-Depositions
SWRI V FT-Docs Produced by FT
SWRI V FT-Docs Produced by FT
SWRI V FT-Field test rpts; R&D Wk requests
SWRI V FT-FT Docs
SWRI V FT-Motz Patent File History
SWRI V FT-Plead Vol 4-7, Mtn for Atty fees, Bill of Costs, Experts
SWRI V FT-Project Binders
SWRI V FT-Project Files
SWRI V FT-Project Files
SWRI V FT-Samples
SWRI V FT-Subpeonaed Docs fom CT State
SWRI V FT-Subpeonaed Docs M & M
SWRI V FT-Subpoenaed docs fm PJ Dick, Oxford Development
SWRI V FT-Trial Docs:Demonst, Voir Dire, Plead Vol 8, Verdicts
SWRI V FT-Trial Exhibits
SWRI V FT-Trial Transcripts vols 1-5
SWRI V FT-Turf Orders QC Tests
SWRI V FT-Turf Orders QC Tests
SWRI V FT-Wk Requests R&D
SWRI v. PlayField Int'l.
SWRI V. Turf USA
Synthetic Turf Council
Ten X Turf
Thatch Zone
Trade Name Infringement
Trade Secrets
Trademark - Miscellaneous Correspondence
Trademark Infringement - Almost Golfer "Astrothingy"
Trademark Infringement - Enko Products
Trademark Infringement - Enpointe Enterprises
Trademark Infringement - Entire Recycling, Inc.
Trademark Infringement - Golf Landscapes
Trademark Infringement - Greenfields Hugo Devries
Trademark Infringement - Greenway Systems
Trademark Infringement - High Flying Theatre Supplies
Trademark Infringement - Kompleks Sukan Negara
Trademark Infringement - Magic Carpet Turf Farm
Trademark Infringement - Midwest Sports
Trademark Infringement - Miramar Party Rentals
Trademark Infringement - Pacific Technologies
Trademark Infringement - Portolite
Trademark Infringement - Progreen International
Trademark Infringement - RS Global, Inc.
Trademark Infringement - Tiger Turf
Trademark Infringement - Tuff Turf
Trademark Infringement - Verde Sports
Trademark Web Services - TM docketing program
Turf & Track Talk

Turf and Playing Field Patents
Turf Diagnostics and Design - Confidential Agmt w/SWFCC
Turf USA - Federal Tax Lien
Turf USA v. Syntennico
Univ of Illinois v. AstroTurf
Univ of Illinois v. AstroTurf Settlement
UTT V SWRI
UTT V SWRI
UTT V SWRI
UTT V SWRI
UTT V SWRI-Crew Timesheets for Problem fields
UTT V SWRI-Crew Timesheets for Problem fields
UTT V SWRI-Document Production
Waranty - Urethane Track
Warranty - AstroTurf
Warranty Files