TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	IP Security Agreement pursuant to a Credit and Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPORTEXE HOLDINGS LLC, a Texas limited liability company		02/05/2008	LIMITED LIABILITY COMPANY:
SPORTEXE CONSTRUCTION SERVICES, INC., a Georgia corporation		02/05/2008	CORPORATION:
SPORTEXE LLC, a Delaware limited liability company		02/05/2008	LIMITED LIABILITY COMPANY:
AVIATION INVESTMENT HOLDINGS LLC, a Delaware limited liability company		02/05/2008	LIMITED LIABILITY COMPANY:
AVTURF, L.L.C., an Illinois limited liability company		02/05/2008	LIMITED LIABILITY COMPANY:
AEROTURF HOLDCO LLC, a Delaware limited liability company		02/05/2008	LIMITED LIABILITY COMPANY:
AEROTURF ULC, an unlimited liability company		02/05/2008	unlimited liability company:
TRIEXE HOLDCO LLC, a Delaware limited liability company		02/05/2008	LIMITED LIABILITY COMPANY:
TRIEXE MANAGEMENT GROUP ULC, an unlimited liability company		02/05/2008	unlimited liability company:
SPORTEXE FIBER OPTIC LLC, a Delaware limited liability company		02/05/2008	LIMITED LIABILITY COMPANY:

OP $1015.00 2595439

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	4975 Preston Park Blvd.
Internal Address:	Suite 270
City:	Plano
State/Country:	TEXAS
Postal Code:	75093
Entity Type:	National Association:

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	2595439	BASEBALL.INFO
Registration Number:	3261679	BLADEMASTER
Registration Number:	3362855	BRIDGING SCIENCE AND SPORT
Registration Number:	3237807	BRINGING QUALITY TO THE SURFACE
Registration Number:	2684262	CONSTRUCTIONDOTINFO
Serial Number:	76665125	DELTABLADE
Registration Number:	2655881	DIETERTURF
Registration Number:	2676626	DS SYSTEM
Serial Number:	76625056	ENVIROGREEN
Registration Number:	3272737	HOCKEYGRASS CLUB
Registration Number:	3356824	HOCKEYTURF ELITE
Registration Number:	3356823	HOCKEYTURF PREMIERE
Serial Number:	76668769	LEISURESCAPE
Registration Number:	2996815	MOMENTUM
Serial Number:	76662032	MONEXE
Serial Number:	76662034	MONOMAX
Serial Number:	76662031	MONORUSH
Registration Number:	3352952	MONOTECH
Serial Number:	76661006	OMEGATURF
Registration Number:	3089303	POWERBLADE
Registration Number:	2692237	REALISTIC GOLF
Registration Number:	2614739	SERIOUS RECREATION
Registration Number:	3137632	SPIKE ZONE
Registration Number:	3305199	SPORTBLADE
Registration Number:	2487112	SPORTEXE
Registration Number:	2524276	SPORTEXE
Registration Number:	2561109	SPORTEXE
Registration Number:	2589308	SPORTEXE
Registration Number:	3261615	SPORTEXE
Registration Number:	2611387	SPORTEXE DESIGN.CONSTRUCTION.SURFACING.EQUIPMENT
Serial Number:	76649693	SPORTEXE MASTER'S SERIES
Registration Number:	3313179	STRENEXE
Registration Number:	3337738	TACKLE TURF

Registration Number:	3113565	TURF AUTHORITY
Serial Number:	76666531	TURFSCAPE
Serial Number:	76669184	TURFTV
Registration Number:	3237806	VICTORYTURF
Serial Number:	78857421	AEROTURF
Registration Number:	2623819	AVTURF
Registration Number:	2676295	AVTURF

CORRESPONDENCE DATA

Fax Number: (214)758-1550

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

Phone: 214-758-1500

Email: sroberts@pattonboggs.com

Correspondent Name: Darren W. Collins

Address Line 1: 2001 Ross Avenue; Suite 3000

Address Line 2: Patton Boggs, LLP

Address Line 4: Dallas, TEXAS 75201-8001

ATTORNEY DOCKET NUMBER:	023072.0100
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	02/08/2008

Total Attachments: 20

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of February 5, 2008, is made by and among Sportexe Holdings LLC, a Texas limited liability company, Sportexe Construction Services, Inc., a Georgia corporation, Sportexe LLC, a Delaware limited liability company, Aviation Investment Holdings LLC, a Delaware limited liability company, AvTurf, L.L.C., an Illinois limited liability company, Aeroturf Holdco LLC, a Delaware limited liability company, Aeroturf ULC, an unlimited liability company formed under the laws of Alberta, Canada, Triexe Holdco LLC, a Delaware limited liability company, Triexe Management Group ULC, an unlimited liability company formed under the laws of Alberta, Canada, and Sportexe Fiber Optic LLC, a Delaware limited liability company, each having a business location at the address set forth below next to its respective signature (each, individually, a "Company" and collectively, the "Companies"), and Wells Fargo Bank, National Association (the "Secured Party"), acting through its Wells Fargo Business Credit operating division, and having a business location at the address set forth below next to its signature.

Recitals

The Companies and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Companies.

As a condition to extending credit to or for the account of the Companies, the Secured Party has required the execution and delivery of this Agreement by the Companies.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all United States and foreign patents or applications for patents, as presently existing or hereafter arising or acquired, that are owned by or under obligation of assignment to any of the Companies, including all rights, title, and interest arising thereunder, including, without limitation, fees or royalties with respect to each, the right to sue for past infringement and damages therefor, and licenses thereunder. This definition includes, without limitation, the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all United States and foreign trademarks, service marks, collective membership marks, registrations and applications for registration for each, as presently existing or hereafter arising or acquired, that are owned by or under obligation

of assignment to any of the Companies, including all rights, title, and interest arising thereunder, including without limitation: (i) the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder. This definition includes, without limitation, the marks listed on Exhibit B.

2. Security Interest. Each Company hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness; provided that such grant shall not apply to the extent it would cause the termination, invalidation, voiding, cancellation, degradation or abandonment of such Patents or Trademarks. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Companies. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any patent or trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Each Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Such Company is a corporation, limited liability company or unlimited liability company, as applicable, duly organized, validly existing and in good standing under the laws of its jurisdiction of formation, and this Agreement has been duly and validly authorized by all necessary corporate, limited liability company or unlimited liability company action, as applicable, on the part of such Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or under obligation of assignment to each Company and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, any Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Companies shall provide written notice to the Secured Party in accordance with Section 5.1 of the Credit Agreement, together with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or under obligation of assignment to each Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to any Company's or any Affiliate's business(es). If after the date hereof, any Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to any Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and

TRADEMARK
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registrations pertaining to the Trademarks, then the Companies shall promptly provide written notice to the Secured Party in accordance with Section 5.1 of the Credit Agreement, together with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Title.** The Companies have good and marketable title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Each Company (i) will have, at the time such Company acquires any rights in Patents or Trademarks hereafter arising, good and marketable title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in Section 5.17 of the Credit Agreement, no Company will assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) **Defense.** The Companies will, at their own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens, unless the Companies shall reasonably determine that such Patent or Trademark is not material to the conduct of its business or operations.

(g) **Maintenance.** The Companies will, at their own expense, prosecute and maintain the Patents and the Trademarks, in each case, to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Each Company covenants that it will not abandon or fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, or fail to file any required affidavit or renewal in support thereof, unless the Companies shall reasonably determine that such Patent or Trademark is not material to the conduct of its business or operations, without first providing the Secured Party: (i) sufficient written notice, of at least thirty (30) days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Secured Party's Right to Take Action**. If any Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives a Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if any Company notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name,

TRADEMARK
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place and stead of such Company (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** The Companies shall pay on demand all actual costs and expenses, including reasonable attorneys' fees, incurred by Secured Party in connection with this Agreement, the Loan Documents, or any other document or agreement related to this Agreement, and the transactions contemplated by this Agreement, including all such costs, expenses and fees incurred in connection with the negotiation, preparation, execution, amendment, administration, performance, collection and enforcement of all such documents and agreements and the creation, perfection, protection, satisfaction, foreclosure or enforcement of the Security Interest.

(j) **Power of Attorney.** To facilitate Secured Party's performance or observance of Companies' obligations under this Agreement, each Company hereby irrevocably appoints Secured Party and Secured Party's agents, as such Company's attorney in fact (which appointment is coupled with an interest) with the right (but not the duty) to (i) prepare, complete, execute, deliver, endorse or file on behalf of each Company (x) at any time, any financing statements and (y) during a Default Period, any instruments, documents, assignments, security agreements, applications for insurance and any other agreements or any Record required to be obtained, executed, delivered or endorsed by any Company in accordance with the terms of this Agreement; and (ii) after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Companies' Use of the Patents and Trademarks. Each Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. It shall constitute an event of default under this Agreement (herein called "Event of Default") if an Event of Default, as defined in the Credit Agreement, shall occur.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option exercise any or all remedies available under the Credit Agreement.

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7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to any Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights any Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of each Company and the Secured Party and their respective participants, successors and permitted assigns and shall take effect when signed by each Company and delivered to the Secured Party, and each Company waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by each Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

[*Signature Pages Follow*]

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THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Sportexe Holdings LLC
201 E. John W Carpenter Fwy, Suite 301-A
Irving, Texas 75062
Attention: Chief Financial Officer

With a copy to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Ted W. Beneski

SPORTEXE HOLDINGS LLC

By _____
Name: **Ted W. Beneski**
Its: **Chairman of the Board**

By _____
Name: **Victor L. Vescovo**
Its: **Managing Director**

STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 5th day of February, 2008, by TED W. BENESKI, the CHAIRMAN OF THE BOARD of Sportexe Holdings LLC, a Texas limited liability company, on behalf of the entity.

TIFFANY RHAE PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2011

Tiffany Rhae Perez
Notary Public

STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 5th day of February, 2008, by VICTOR L. VESCOVO, the MANAGING DIRECTOR of Sportexe Holdings LLC, a Texas limited liability company, on behalf of the entity.

TIFFANY RHAE PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2011

Tiffany Rhae Perez
Notary Public

[Signature Page to Patent and Trademark Security Agreement] 023072.0100\459998

Sportexe Construction Services, Inc.
197 Boling Industrial Way
Calhoun, Georgia 30701
Attention: Chief Financial Officer

With a copy to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Ted W. Beneski

And with a copy to:

Sportexe Construction Services, Inc.
201 E. John W Carpenter Fwy, Suite 301-A
Irving, Texas 75062
Attention: Chief Financial Officer

SPORTEXE CONSTRUCTION SERVICES, INC.

By _____
Name: **Ted W. Beneski**
Its: **Chairman of the Board**

By _____
Name: **Victor L. Vescovo**
Its: **Managing Director**

STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 5th day of February, 2008, by TED W BENESKI, the CHAIRMAN OF THE BOARD of Sportexe Construction Services, Inc., a Georgia corporation, on behalf of the entity.

TIFFANY RHAE PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2011

Notary Public

STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 5th day of February, 2008, by VICTOR L. VESCOVO, the MANAGING DIRECTOR of Sportexe Construction Services, Inc., a Georgia corporation, on behalf of the entity.

TIFFANY RHAE PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2011

Notary Public

TRADEMARK
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Aviation Investment Holdings LLC
201 E. John W Carpenter Fwy, Suite 301-A
Irving, Texas 75062
Attention: Chief Financial Officer

With a copy to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Ted W. Beneski

AVIATION INVESTMENT HOLDINGS LLC

By _____
Name: **Ted W. Beneski**
Its: **Chairman of the Board**

By _____
Name: **Victor L. Vescovo**
Its: **Managing Director**

STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 5th day of February, 2008, by TED W. BENESKI, the CHAIRMAN OF THE BOARD of Aviation Investment Holdings LLC, a Delaware limited liability company, on behalf of the entity.

TIFFANY RHAE PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2011

_____
Notary Public

STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 5th day of February, 2008, by VICTOR L. VESCOVO, the MANAGING DIRECTOR of Aviation Investment Holdings LLC, a Delaware limited liability company, on behalf of the entity.

TIFFANY RHAE PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2011

_____
Notary Public

[Signature Page to Patent and Trademark Security Agreement] 023072.0100\459998

AvTurf, L.L.C.
201 E. John W Carpenter Fwy, Suite 301-A
Irving, Texas 75062
Attention: Chief Financial Officer

With a copy to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Ted W. Beneski

AVTURF, L.L.C.

By _____
Name: **Ted W. Beneski**
Its: **Chairman of the Board**

By _____
Name: **Victor L. Vescovo**
Its: **Managing Director**

STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 5th day of February, 2008, by TED W. BENESKI, the CHAIRMAN OF THE BOARD of AvTurf, L.L.C., an Illinois limited liability company, on behalf of the entity.

TIFFANY RHAE PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2011

_____
Notary Public

STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 5th day of February, 2008, by VICTOR L. VESCOVO, the MANAGING DIRECTOR of AvTurf, L.L.C., an Illinois limited liability company, on behalf of the entity.

TIFFANY RHAE PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2011

_____
Notary Public

[Signature Page to Patent and Trademark Security Agreement] 023072.0100\459998

Sportexe LLC
201 E. John W Carpenter Fwy, Suite 301-A
Irving, Texas 75062
Attention: Chief Financial Officer

With a copy to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Ted W. Beneski

SPORTEXE LLC

By _____
Name: **Ted W. Beneski**
Its: **Chairman of the Board**

By _____
Name: **Victor L. Vescovo**
Its: **Managing Director**

STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 5th day of February, 2008, by TED W. BENESKI, the CHAIRMAN OF THE BOARD of Sportexe LLC, a Delaware limited liability company, on behalf of the entity.

TIFFANY RHAE PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2011

_____
Notary Public

STATE OF TEXAS)
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COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 5th day of February, 2008, by VICTOR L. VESCOVO, the MANAGING DIRECTOR of Sportexe LLC, a Delaware limited liability company, on behalf of the entity.

TIFFANY RHAE PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2011

_____
Notary Public

[Signature Page to Patent and Trademark Security Agreement] 023072.0100\459998

Sportexe Fiber Optic LLC
201 E. John W Carpenter Fwy, Suite 301-A
Irving, Texas 75062
Attention: Chief Financial Officer

With a copy to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Ted W. Beneski

SPORTEXE FIBER OPTIC LLC

By _____
Name: **Ted W. Beneski**
Its: **Chairman of the Board**

By _____
Name: **Victor L. Vescovo**
Its: **Managing Director**

STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 5th day of February, 2008, by TED W. BENESKI, the CHAIRMAN OF THE BOARD of Sportexe Fiber Optic LLC, a Delaware limited liability company, on behalf of the entity.

TIFFANY RHAE PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2011

_____
Notary Public

STATE OF TEXAS)
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COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 5th day of February, 2008, by VICTOR L. VESCOVO, the MANAGING DIRECTOR of Sportexe Fiber Optic LLC, a Delaware limited liability company, on behalf of the entity.

TIFFANY RHAE PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2011

_____
Notary Public

[Signature Page to Patent and Trademark Security Agreement]

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Aeroturf Holdco LLC
201 E. John W Carpenter Fwy, Suite 301-A
Irving, Texas 75062
Attention: Chief Financial Officer

With a copy to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Ted W. Beneski

AEROTURF HOLDCO LLC

By _____
Name: **Ted W. Beneski**
Its: **Chairman of the Board**

By _____
Name: **Victor L. Vescovo**
Its: **Managing Director**

STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 5th day of February, 2008, by TED W. BENESKI, the CHAIRMAN OF THE BOARD of Aeroturf Holdco LLC, a Delaware limited liability company, on behalf of the entity.

TIFFANY RHAE PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2011

_____
Notary Public

STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 5th day of February, 2008, by VICTOR L. VESCOVO, the MANAGING DIRECTOR of Aeroturf Holdco LLC, a Delaware limited liability company, on behalf of the entity.

TIFFANY RHAE PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2011

_____
Notary Public

[Signature Page to Patent and Trademark Security Agreement] 023072.0100\459998

Triexe Holdco LLC
201 E. John W Carpenter Fwy, Suite 301-A
Irving, Texas 75062
Attention: Chief Financial Officer

With a copy to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Ted W. Beneski

TRIEXE HOLDCO LLC

By _____
Name: **Ted W. Beneski**
Its: **Chairman of the Board**

By _____
Name: **Victor L. Vescovo**
Its: **Managing Director**

STATE OF TEXAS)
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The foregoing instrument was acknowledged before me this 5th day of February, 2008, by TED W. BENESKI, the CHAIRMAN OF THE BOARD of Triexe Holdco LLC, a Delaware limited liability company, on behalf of the entity.

TIFFANY RHAE PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2011

Notary Public

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TIFFANY RHAE PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2011

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Triexe Management Group ULC
201 E. John W Carpenter Fwy, Suite 301-A
Irving, Texas 75062
Attention: Chief Financial Officer

With a copy to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Ted W. Beneski

TRIEXE MANAGEMENT GROUP ULC

By _____
Name: **Ted W. Beneski**
Its: **Chairman of the Board**

By _____
Name: **Victor L. Vescovo**
Its: **Managing Director**

STATE/PROVINCE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 5th day of February, 2008, by TED W BENESKI, the CHAIRMAN OF THE BOARD of Triexe Management Group ULC, an unlimited liability company formed under the laws of Alberta, Canada, on behalf of the entity.

TIFFANY RHAE PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2011

_____ Notary Public

STATE/PROVINCE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 5th day of February, 2008, by VICTOR L. VESCOVO, the MANAGING DIRECTOR of Triexe Management Group ULC, an unlimited liability company formed under the laws of Alberta, Canada, on behalf of the entity.

TIFFANY RHAE PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2011

_____ Notary Public

[Signature Page to Patent and Trademark Security Agreement] 023072.0100\459998

Aeroturf ULC
201 E. John W Carpenter Fwy, Suite 301-A
Irving, Texas 75062
Attention: Chief Financial Officer

With a copy to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Ted W. Beneski

AEROTURF ULC

By _____
Name: **Ted W. Beneski**
Its: **Chairman of the Board**

By _____
Name: **Victor L. Vescovo**
Its: **Managing Director**

STATE/PROVINCE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 5th day of February, 2008, by TED W. BENESKI, the CHAIRMAN OF THE BD of Aeroturf ULC, an unlimited liability company formed under the laws of Alberta, Canada, on behalf of the entity.

TIFFANY RHAE PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2011

_____
Notary Public

STATE/PROVINCE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 5th day of February, 2008, by VICTOR L. VESCOVO, the MANAGING DIRECTOR of Aeroturf ULC, an unlimited liability company formed under the laws of Alberta, Canada, on behalf of the entity.

TIFFANY RHAE PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2011

_____
Notary Public

[Signature Page to Patent and Trademark Security Agreement] 023072.0100\459998

Wells Fargo Bank, National Association
MAC-T5322-021
4975 Preston Park Blvd., Suite 270
Plano, Texas 75093

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
John Wattinger
Its Vice President

STATE OF Texas)
)
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 5th day of February, 2008, by John Wattinger, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

_____
Notary Public

KATHY BROWN
MY COMMISSION EXPIRES
June 27, 2011

[Signature Page to Patent and Trademark Security Agreement] 023072.0100\459998

EXHIBIT A

U.S. AND FOREIGN PATENTS AND PATENT APPLICATIONS

TRIEXE MANAGEMENT GROUP ULC

Active Patent Applications and Patents - TRIEXE MANAGEMENT GROUP ULC					
Title	Country	Application No.	Filing Date	Patent No.	Issue Date
Artificial Turf Backing	U.S.	10/666,901	09/18/2003		
Woven Artificial Turf	U.S.	11/401,144	04/10/2006		
Artificial Turf Backing	PCT	PCT/IB2004/003894	09/15/2004		
Artificial Turf Backing	Mexico	PA/a/2006/003084	03/17/2006		
Artificial Turf Backing	Canada	CA 2,539,450	03/17/2006		

SPORTEXE FIBER OPTIC LLC

Active Patent Applications and Patents – SPORTEXE FIBER OPTIC LLC					
Title	Country	Application No.	Filing Date	Patent No.	Issue Date
Optically Marked Surface	U.S.	10/643,336	08/19/2003	6,950,599	09/27/2005
Optically Marked Surface	U.S.	09/844,237	04/25/2001	6,672,749	01/06/2004
Optically Marked Surface	U.S.	11/203,480	08/12/2005	7,245,815	07/17/2007

AVTURF, L.L.C.

Active Patent Applications and Patents – AVTURF LLC					
Title	Country	Application No.	Filing Date	Patent No.	Issue Date
Safety System for Airports and Airfields	U.S.	09/727,276	11/30/2000	6,620,482	09/16/2003
Artificial Turf Airport Marking Safety System	U.S.	09/816,524	03/23/2001	6,794,007	09/21/2004
Synthetic Covering Systems for Safety Areas of Airports	U.S.	10/445,860	05/27/2003	7,175,362	02/13/2007
TBD (Related to Appl. Ser. Nos. 09/727,276; 09/816,524; 10/445,860)	U.S.	11/674,012	02/12/2007		
TBD (Related to Appl. Ser. Nos. 09/727,276; 09/816,524; 10/445,860)	U.S.	11/778,499	07/16/2007		
TBD (Related to Appl. Ser. Nos. 09/727,276; 09/816,524; 10/445,860)	U.S.	11/778,505	07/16/2007		
Method of Operating a Safety System for	U.S.	10/623,410	07/18/2003	7,198,427	04/03/2007

Airports and Airfields					
Synthetic Runway Surface System	U.S.	10/987,482	11/12/2004		
Artificial Turf Airport Marking Safety System	PCT	PCT/US01/43524	11/16/2001		
Artificial Turf Airport Marking Safety System	Canada	2,436,914	11/16/2001		
Safety System for Airports and Airfields	European Patent Office	EP1348058	11/16/2001		
Artificial Turf Airport Marking Safety System	Australia	AU 2001297923	11/16/2001		

EXHIBIT B

U.S. AND FOREIGN TRADEMARKS, SERVICEMARKS, AND APPLICATIONS

TRIEXE MANAGEMENT GROUP ULC

U.S. Trademark Applications or Registrations – TRIEXE MANAGEMENT GROUP ULC					
Mark	Country	Application No.	Filing Date	Registration No.	Issue Date
BASEBALL.INFO	U.S.	76/065,283	06/07/2000	2,595,439	07/16/2002
BLADEMASTER	U.S.	76/646,169	09/02/2005	3,261,679	07/10/2007
BRIDGING SCIENCE AND SPORT	U.S.	76/649,696	11/02/2005	3,362,855	01/01/2008
BRINGING QUALITY TO THE SURFACE	U.S.	76/625,055	12/17/2004	3,237,807	05/01/2007
CONSTRUCTIONDOTINFO	U.S.	76/065,281	06/07/2000	2,684,262	02/04/2003
DELTABLADE	U.S.	76/665,125	08/25/2006		
DIETERTURF	U.S.	76/246,873	04/27/2001	2,655,881	12/03/2002
DS SYSTEM	U.S.	76/246,872	04/27/2001	2,676,626	01/21/2003
ENVIROGREEN	U.S.	76/625,056	12/17/2004		
HOCKEYGRASS CLUB	U.S.	76/632,356	03/01/2005	3,272,737	07/31/2007
HOCKEYTURF ELITE	U.S.	76/650,913	11/23/2005	3,356,824	12/18/2007
HOCKEYTURF PREMIERE	U.S.	76/650,912	11/23/2005	3,356,823	12/18/2007
LEISURESCAPE	U.S.	76/668,769	11/09/2006		
MOMENTUM	U.S.	76/604,970	08/02/2004	2,996,815	09/20/2005
MONEXE	U.S.	76/662,032	06/23/2006		
MONOMAX	U.S.	76/662,034	06/23/2006		
MONORUSH	U.S.	76/662,031	06/23/2006		
MONOTECH	U.S.	76/662,033	06/23/2006	3,352,952	12/11/2007
OMEGATURF	U.S.	76/661,006	06/02/2006		
POWERBLADE	U.S.	76/639,323	05/24/2005	3,089,303	05/09/2006
REALISTIC GOLF	U.S.	76/247,313	04/27/2001	2,692,237	03/04/2003
SERIOUS RECREATION	U.S.	76/246,874	04/27/2001	2,614,739	09/03/2002
SPIKE ZONE	U.S.	76/632,358	03/01/2005	3,137,632	09/05/2006
SPORTBLADE	U.S.	76/665,145	08/25/2006	3,305,199	10/09/2007
SPORTEXE	U.S.	75/940,785	03/09/2000	2,487,112	09/11/2001
SPORTEXE	U.S.	76/000,661	03/09/2000	2,524,276	01/01/2002
SPORTEXE	U.S.	76/000,660	03/09/2000	2,561,109	04/16/2002
SPORTEXE	U.S.	75/929,947	02/28/2000	2,589,308	07/02/2002
SPORTEXE & DESIGN	U.S.	76/628,815	01/24/2005	3,261,615	07/10/2007
SPORTEXE DESIGN CONSTRUCTION SURFACING EQUIPMENT & DESIGN	U.S.	76/000,662	03/09/2000	2,611,387	08/27/2002
SPORTEXE MASTER'S SERIES	U.S.	76/649,693	11/02/2005		
STRENEXE	U.S.	76/651,741	12/07/2005	3,313,179	10/16/2007
TACKLE TURF	U.S.	76/665,391	08/31/2006	3,337,738	11/20/2007
TURF AUTHORITY	U.S.	76/642,903	07/15/2005	3,113,565	07/11/2006
TURFSCAPE	U.S.	76/666,531	09/21/2006		

U.S. Trademark Applications or Registrations – TRIEXE MANAGEMENT GROUP ULC					
Mark	Country	Application No.	Filing Date	Registration No.	Issue Date
TURFTV	U.S.	76/669,184	11/17/2006		
VICTORYTURF	U.S.	76/625,054	12/17/2004	3,237,806	05/01/2007

Canadian Trade Mark Applications or Registrations – TRIEXE MANAGEMENT GROUP ULC					
Mark	Country	Application No.	Filing Date	Registration No.	Issue Date
BLADEMASTER	Canada	1,327,962	12/13/2006		
BRINGING QUALITY TO THE SURFACE	Canada	1,327,963	12/13/2006		
LEISURE TURF	Canada	1,327,961	12/13/2006		
LEISURESCAPE	Canada	1,327,967	12/13/2006		
MEDIATURF	Canada	1,327,960	12/13/2006		
MOMENTUM	Canada	1,327,976	12/13/2006		
OMEGATURF	Canada	1,327,959	12/13/2006		
OMNIGRASS	Canada	682,234	05/17/1991	TMA405,869	12/04/1992
POWERBLADE	Canada	1,327,965	12/13/2006		
SPORTBLADE	Canada	1,327,966	12/13/2006		
SPORTEXE	Canada	1,290,171	02/16/2006	TMA697,399	09/27/2007
STRENEXE	Canada	1,327,964	12/13/2006		
TURFSCAPE	Canada	1,320,081	10/13/2006		
TURFTV	Canada	1,327,958	12/13/2006		

AEROTURF ULC

U.S. Trademark Applications or Registrations – AEROTURF ULC					
Mark	Country	Application No.	Filing Date	Registration No.	Issue Date
AEROTURF	U.S.	78/857,421	04/10/2006		

Canadian Trade Mark Applications or Registrations – AEROTURF ULC					
Mark	Country	Application No.	Filing Date	Registration No.	Issue Date
AEROTURF	Canada	1,295,231	03/27/2006		
AVIATOR TURF *(Opposed 03/14/2007)*	Canada	1,295,235	03/27/2006		

AVTURF, L.L.C.

U.S. Trademark Applications or Registrations – AVTURF, L.L.C.					
Mark	Country	Application No.	Filing Date	Registration No.	Issue Date
AVTURF (Development/Installation of artificial turf for aviation applications)	U.S.	76/215,267	02/24/2001	2,623,819	09/24/2002
AVTURF (Artificial Turf)	U.S.	76/140,952	10/02/2000	2,676,295	01/21/2003