

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROBERTSON INDUSTRIES, INC.		02/13/2008	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	787 Seventh Avenue, 31st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2444375	TOTTURF	
Serial Number:	77371397	TOTTURF SYNTHETIC PLUS	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-830-9541		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	Linklaters LLP		
Address Line 1:	1345 Avenue of the Americas		
Address Line 2:	Attn: Jada Horton		
Address Line 4:	New York, NEW YORK 10105		
ATTORNEY DOCKET NUMBER:	2444375		
NAME OF SUBMITTER:	Oleh Hereliuk		
Signature:	/oh/		

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Date:

02/15/2008

Total Attachments: 5

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**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.

<p>1. Name of conveying party(ies): ROBERTSON INDUSTRIES, INC.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Arizona</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached?</p> <p>Name: <u>BNP Paribas</u> Internal Address: _____ Street Address: <u>787 Seventh Avenue, 31st Floor</u> City: <u>New York</u> State: <u>NY</u> Country: <u>USA</u> Zip: <u>10019</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>Bank</u> Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance)/Execution Date(s) :</p> <p>Execution Date(s) <u>2/13/2008</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	

<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No. (s) <u>77/371,397</u></p>	<p>B. Trademark Registration No. (s) <u>2,444,375</u></p>
Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Jada Horton</u> Internal Address: <u>Linklaters LLP</u> Street Address: <u>1345 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10105</u> Phone Number: <u>212.830.9541</u> Fax Number: <u>212.903.9100</u> Email Address: <u>jada.horton@gmail.com</u></p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>
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<p>9. Signature: <u>Jada Horton</u> Signature</p>	<p>February 15, 2008 Date</p>
<p><u>Jada Horton</u> Name of Person Signing</p>	Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Robertson Industries, Inc., an Arizona corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Playcore Wisconsin, Inc., a Wisconsin corporation ("**Company**"), has entered into a Credit Agreement dated as of February 21, 2007 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, "**Hedge Agreement Counterparties**"); and

WHEREAS, Grantor has executed and delivered that certain counterpart dated February 13, 2008 (the "**Counterpart**") to the Subsidiary Guaranty dated as of February 21, 2007 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, together with the Counterpart being the "**Guaranty**") in favour of Secured Party for the benefit of Lenders and any Hedge Agreement Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of February 21, 2007 and that certain Counterpart to the Security Agreement, dated February 13, 2008 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, together with the Counterpart being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security

Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (a) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on **Schedule A** annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (except for any applications for Trademarks filed pursuant to 15 U.S.C. §1051(b)) (including, without limitation, the registrations and applications set forth on **Schedule A** annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and
- (b) all proceeds of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" shall have the meaning given to such term in the Uniform Commercial Code, as it exists on the date hereof or as it may hereafter be amended, in the State of New York.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 13th day of February, 2008.

ROBERTSON INDUSTRIES, INC.

By:



Name: Richard E. Ruedger

Title: Chief financial officer

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Robertson Industries, Inc.	TOTTURF (stylized)	2,444,375	April 17, 2001
Robertson Industries, Inc.	TOTTURF SYNTHETIC PLUS (stylized)	Application Serial No. 77/371,397	Application Date January 14, 2008