

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CitiCorp North America, Inc.		07/31/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BlueYellow, LLC		
<b>Street Address:</b>	133 Peachtree St, NE		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30303		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3134501	ENGINEERED TURF SYSTEM	
Registration Number:	3132612	RAKE ROLL RAIN RELAX	
Registration Number:	3073627	THE SMARTEST WAY TO MAKE GREEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)584-1461		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-652-4735		
<b>Email:</b>	bfdwar@gapac.com		
<b>Correspondent Name:</b>	Barbara F. Edwards		
<b>Address Line 1:</b>	133 Peachtree St, NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30303		
<b>NAME OF SUBMITTER:</b>	Barbara F. Edwards		
<b>Signature:</b>	/bfe/		
<b>Date:</b>	08/15/2008		

CH \$90.00 3134501

Total Attachments: 4

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## RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS** (this "Release") is given as of this 31<sup>st</sup> day of July, 2008 by CITICORP NORTH AMERICA, INC., a corporation located at 388 Greenwich Street, New York, NY 10013, as Collateral Agent for the Secured Parties (the "Releasor"), in favor of BLUEYELLOW, LLC, a Delaware limited liability company located at 133 Peachtree Street, N.E., Atlanta, GA 30303 (the "Releasee"). Capitalized terms not otherwise defined herein have the meanings set forth (or incorporated) in the respective Security Agreement (as defined below).

**WHEREAS**, pursuant to that certain Trademark Security Agreement, dated as of December 23, 2005, between Releasee and the other Grantors on the one hand, and Releasor on the other hand (the "Trademark Security Agreement"), to secure the payment of the Obligations of Releasee, Releasee granted to Releasor for the ratable benefit of the Secured Parties a security interest in and to, inter alia, (i) all of Releasee's right, title and interest in and to, the trademarks and registrations set forth in Schedule A hereto (the "Trademarks"), (ii) all goodwill of the business connected with the use of and symbolized by such Trademarks, and (iii) all Proceeds of the foregoing (collectively, and together with the related goodwill and Trademarks, the "Trademark Collateral");

**WHEREAS**, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the "USPTO") on February 23, 2006, at Reel 3313/Frame 0083;

**WHEREAS**, pursuant to that certain Lien Release Request, dated of even date hereof, by Georgia-Pacific Holdings, LLC ("Holdings") and the Releasor, Holdings has requested that the Releasor release the security interest held in the IP Collateral;

**WHEREAS**, in connection therewith, Releasor has agreed to release and discharge fully its security interest in the IP Collateral and assign, transfer, and grant all of its right, title and interest in the IP Collateral to Releasee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Releasor hereby releases its security interest in the IP Collateral and reverts the Releasee with full right, title, and interest in, to, and under the IP Collateral.

1. **Release.** The Releasor, on behalf of itself and the other parties it represents as Collateral Agent for the Secured Parties, their successors, legal representatives and assigns, hereby terminates, fully discharges and releases in its entirety its security interest in and to the IP Collateral. Releasor hereby reassigns any and all such right, title and interest that it may have in the IP Collateral to the Releasee.

2. **Recordation.** The Releasor hereby authorizes and requests the Commissioner for Trademarks of the United States to record this release of the security interest in the IP Collateral.


3. **Further Assurance.** The Releasor hereby agrees to, at the sole expense of the Releasee, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under the rules of the USPTO and Article 9 of the Uniform Commercial Code and other applicable law, and to do such other acts as may be reasonably necessary upon request of the Releasee (or its assignees or designees) to effectuate the release of the security interest contemplated hereby and to confirm this Release and Releasee's (or its assignee's) right, title and interest in and to the IP Collateral.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, Releasor has caused this RELEASE OF SCURITY INTEREST IN CERTAIN TRADEMARKS to be duly executed as of the date above first written.

**RELEASOR**

CITICORP NORTH AMERICA, INC., as  
Collateral Agent

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: JEFFREY STERN  
Vice President

**SCHEDULE A**

**SPECIFIED TRADEMARKS:**

<b>Full Mark Name</b>	<b>Country</b>	<b>Goods</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
ENGINEERED TURF SYSTEM	USA	Non-artificial turf, namely, seed bed units consisting of a biodegradable roll containing grass seed and fertilizer.	3134501	August 22, 2006
RAKE ROLL RAIN RELAX & Design	USA	Seed bed units consisting of a biodegradable roll containing grass seed and fertilizer.	3132612	August 22, 2006
THE SMARTEST WAY TO MAKE GREEN	USA	Seed bed units consisting of a biodegradable roll containing grass seed and fertilizer.	3073627	March 28, 2006