

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triexe Management Group ULC		11/15/2008	ULC: CANADA
RECEIVING PARTY DATA			
Name:	Mark Nicholls		
Street Address:	23022-800 Niagra Street		
City:	Welland, Ontario		
State/Country:	CANADA		
Postal Code:	L3C7E7		
Entity Type:	INDIVIDUAL: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76666531	TURFSCAPE	
CORRESPONDENCE DATA			
Fax Number:	(972)390-0409		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	972.392.0400		
Email:	rriddle@outsourcgc.com		
Correspondent Name:	C. Russell Riddle		
Address Line 1:	6600 LBJ Freeway		
Address Line 2:	Suite 175		
Address Line 4:	Dallas, TEXAS 75240		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

OP \$40.00 76666531

NAME OF SUBMITTER:	C. Russell Riddle
Signature:	/C. Russell Riddle/
Date:	12/03/2008
Total Attachments: 4 source=TURFSCAPE Assignment#page1.tif source=TURFSCAPE Assignment#page2.tif source=TURFSCAPE Assignment#page3.tif source=TURFSCAPE Assignment#page4.tif	

APPENDIX H

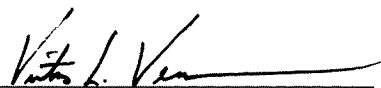
Confirmatory Assignment: [Turfscap – USA].

CONFIRMATORY ASSIGNMENT

WHEREAS, Triexe Management Group ULC ("Assignor"), an Alberta Unlimited Liability Corporation, having an address at 1809 Merrittville Hwy, Fonthill, Ontario, Canada, L0S 1E6, filed an application with the United States Patent and Trademark Office on September 21, 2006, for the mark Turfscap, which application has been given Serial No. 76666531 (the "Application");

WHEREAS, Mark Henry Nicholls ("Assignee"), a Canadian Citizen, having an address at 19 Madison Court East, Welland, Ontario, Canada L3C 7G3, is the successor to the business of Assignor, or the portion thereof, to which the mark Turfscap pertains, and such business is ongoing and existing, pursuant to 15 U.S.C. §1060;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, Assignor does hereby ratify and confirm that on Sept 1, 2008 it did assign, sell, transfer and convey to Assignee, and does hereby assign, sell, transfer and convey to Assignee, the full and exclusive right, title and interest in and to the mark Turfscap and the Application, as part of the business, or portion thereof, to which the mark pertains, pursuant to 15 U.S.C. §1060, together with the goodwill of the business symbolized by the mark and any and all causes of action for damages for past infringement of the mark by any third party.

By 
Name: VICTOR L. VESCOVO
Title: MANAGING DIRECTOR
Executed: November 15, 2008

TO: MARK NICHOLLS, ASSIGNEE
23022-800 Niagara Street
Welland, Ontario
L3C 7E7

APPENDIX I

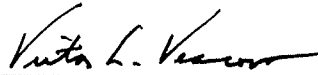
Confirmatory Assignment: [Turfscap – CDN].

CONFIRMATORY ASSIGNMENT

WHEREAS, Triexe Management Group ULC ("Assignor"), an Alberta Unlimited Liability Corporation, having an address at 1809 Merrittville Hwy, Fonthill, Ontario, Canada, L0S 1E6, filed an application with the Canadian Intellectual Property Office on October 13, 2006, for the mark Turfscap, which application has been given Serial No. 1320081 (the "Application");

WHEREAS, Mark Henry Nicholls ("Assignee"), a Canadian Citizen, having an address at 19 Madison Court East, Welland, Ontario, Canada L3C 7G3, is the successor to the business of Assignor, or the portion thereof, to which the mark Turfscap pertains, and such business is ongoing and existing.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, Assignor does hereby ratify and confirm that on Sept 1, 2008 it did assign, sell, transfer and convey to Assignee, and does hereby assign, sell, transfer and convey to Assignee, the full and exclusive right, title and interest in and to the mark Turfscap and the Application, as part of the business, or portion thereof, to which the mark pertains, together with the goodwill of the business symbolized by the mark and any and all causes of action for damages for past infringement of the mark by any third party.

By 
Name: VICTOR L. VESCOND
Title: MANAGING DIRECTOR

Executed November 15, 2008

TO: MARK NICHOLLS, ASSIGNEE
23022-800 Niagara Street
Welland, Ontario
L3C 7E7

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property, dated as of November 15, 2009, is by and between Triexe Management Group ULC, Sportexe Holdings LLC and Sportexe Construction Services, Inc., (“Assignors”), and Mark Nicholls, (“Assignee”).

WHEREAS, Triexe Management Group ULC, is the applicant for the “Turfscope” trademark application filed with the Canadian Intellectual Property Office, serial number 1320081; and the applicant for the “Turfscope” trademark application filed with the United States Patent and Trademark Offices, serial number 76666531, and owner of any common law rights arising therefrom (the “Turfscope Mark”);

WHEREAS, Assignors form part of the Sportexe Group of Companies;

WHEREAS, Sportexe Group of Companies may hold certain common law intellectual property rights in the trademark mark “Turfscope”, all logos related thereto, and internet domain URL’s turfscope.com, turfscope.biz, turfscope.us associated therewith;

WHEREAS, Sportexe Group of Companies may hold certain intellectual property rights in the trademark mark “Turfunion”;

WHEREAS, pursuant to a Settlement and Release Agreement dated October 31, 2008 among the Assignors, Insight Equity LP and the Assignee (the “Settlement and Release Agreement”), the Assignors agreed to convey the certain intellectual property as set forth in Schedule J thereof, including the Turfscope Mark, and any or all right, title and interest in the intellectual property held by Sportexe Group of Companies known as “Turfscope”, and “Turfunion” to the Assignee with the benefits of, but limited to, the representations and warranties relating thereto which are stipulated in article 5 of the Settlement and Release Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Assignors do hereby assign, transfer and set over to Assignee any and all of their right, title, and interest in and to the Turfscope Mark, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made.

2. Assignors do hereby assign, sell, transfer and set over unto Assignee any and all currently owned right, title and interest in the intellectual property known as “Turfscope”, including but not limited to, the common law rights in the trademark “Turfscope”, all logos related thereto, and internet domain URL’s turfscope.com, turfscope.biz, turfscope.us associated therewith, and to the extent currently owned by Sportexe Group of Companies, in its possession and not subject to restrictions on transfer, all drafts, reports, studies, analyses, manuals, mock-ups and other similar documents, whether in hardcopy or electronic formats, prepared by or on behalf of the Sportexe Group of Companies, I-Franchise or any other consultant or service provider solely and specifically in respect to Turfscope, collectively referred to in the Settlement and Release Agreement as the “Turfscope Brand”.

3. Assignors do hereby assign, sell, transfer and set over unto Assignee any and all currently owned right, title and interest in the intellectual property known as “Turfunion”, including but not limited to the common law rights in the trademark “Turfunion” and internet domain URL “Turfunion.com”, referred to in the Settlement and Release Agreement as the “Turfunion Brand”.


4. Except as expressly stipulated in article 5.3 of the Release and Settlement Agreement, Assignors make no representations, warranties or covenants, express or implied, with respect to the Turfscope and Turfunion Brands.

5. The sole purpose of this Assignment is to effectuate the Settlement and Release Agreement. No provision herein shall be deemed to modify or amend any provision in the Agreement. To the extent that provisions of the Settlement and Release Agreement are inconsistent with the provisions contained in this Assignment, the Settlement and Release Agreement shall supersede this Assignment and be the controlling document.


IN WITNESS WHEREOF, the undersigned has executed this Assignment as a sealed instrument as of the date first above written.

Assignors:

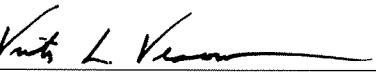
TRIEXE MANAGEMENT GROUP ULC

By: 
Name: VICTOR L. VESCO
Title: MANAGING DIRECTOR

SPORTEXE HOLDINGS LLC

By: 
Name: VICTOR L. VESCO
Title: MANAGING DIRECTOR

SPORTEXE CONSTRUCTION INC .

By: 
Name: VICTOR L. VESCO
Title: MANAGING DIRECTOR

Assignee:

MARK NICHOLLS
