

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
Mark Nicholls		09/08/2009	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Turf Alliance, LLC		
Street Address:	23022-800 Niagara Road		
City:	Welland, Ontario		
State/Country:	CANADA		
Postal Code:	L3C 7E7		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3669674	TURFSCAPE	
CORRESPONDENCE DATA			
Fax Number:	(716)852-6100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(716) 847-8400		
Email:	spiatkowski@phillipslytle.com		
Correspondent Name:	Phillips Lytle LLP		
Address Line 1:	Intellectual Property Group		
Address Line 2:	3400 HSBC Center		
Address Line 4:	Buffalo, NEW YORK 14203		
ATTORNEY DOCKET NUMBER:	29248.0		
DOMESTIC REPRESENTATIVE			
Name:	Phillips Lytle LLP		
Address Line 1:	Intellectual Property Group		
Address Line 2:	3400 HSBC Center		

OP \$40.00 3669674

900142888

**TRADEMARK
 REEL: 004059 FRAME: 0240**

Address Line 4: Buffalo, NEW YORK 14203

NAME OF SUBMITTER:

Sharon A. Piatkowski

Signature:

/Sharon A. Piatkowski/

Date:

09/10/2009

Total Attachments: 2

source=3,669,674Assingment#page1.tif

source=3,669,674Assingment#page2.tif

ASSIGNMENT *mn*

THIS ASSIGNMENT is made as of the 8th day of September, 2009 by Mark Nicholls ("Assignor"), an individual having an address at 23022-800 Niagara Road, Welland, Ontario, L3C 7E7, Canada, in favor of Turf Alliance, LLC ("Assignee"), a Delaware limited liability company located at 23022-800 Niagara Road, Welland, Ontario, L3C 7E7, Canada.

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the registrations and trademarks set forth on Exhibit A attached hereto and made a part hereof (the "Mark"), together with the goodwill of the business symbolized thereby;

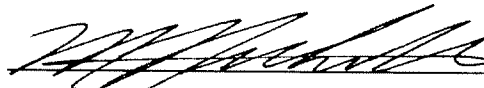
NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey, assign, and deliver unto Assignee all of Assignor's right, title, and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, and Assignor's entire right, title, and interest in and to any claims in law or equity, including without limitation the right to sue for and collect damages arising out of any past, present or future infringement or other unauthorized use of the Mark.

AND, Assignor agrees that, upon reasonable request by Assignee and at Assignee's expense, Assignor shall execute all papers, instruments, documents, and agreements, make all rightful oaths, testify on behalf of Assignee, and do all other lawful acts necessary or appropriate to carry out the intent of this Assignment, as well as provide such other material, information, or assistance as may be necessary or desirable to carry out the intent of this Assignment.

AND, this Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee and its representatives, successors, and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

MARK NICHOLLS



Name: Mark Nicholls

EXHIBIT A

Registered:

<u>Mark</u>	<u>Registration Number</u>	<u>Goods</u>
TURFSCAPE	3,669,674	Artificial Turf

Common Law:

All common law rights in the mark TURFSCAPE, including, without limitation, all of its versions, variations and forms, and all associated logos and designs.