

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/01/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Solutia Inc.		08/28/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GrassWorx, LLC
Street Address:	2381 Centerline Industrial Drive
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63146
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	77605186	DURASCAPE
Registration Number:	2460325	CLEAN MACHINE
Registration Number:	2464574	CLEAN MACHINE
Registration Number:	2583645	DIRT BLASTER
Registration Number:	2383857	LITTER BUSTER
Registration Number:	2384014	LITTER BUTLER
Registration Number:	2852158	MINERAL BLUE
Registration Number:	3437288	PAMPURR SALON
Registration Number:	2751010	PET HAIR ELIMINATOR
Registration Number:	2313695	SC50
Registration Number:	1203249	SPRAY GUARD
Registration Number:	3261769	SURE BASE

900146285

TRADEMARK
 REEL: 004085 FRAME: 0897

CH \$315.00 77605186

CORRESPONDENCE DATA

Fax Number: (314)231-1776

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

Phone: 314-889-8000

Email: uspt@polsinelli.com

Correspondent Name: Matthew J. Smith

Address Line 1: 100 S. Fourth St.

Address Line 2: Suite 1100

Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:

053169-401420

NAME OF SUBMITTER:

Matthew J. Smith

Signature:

/Matthew J. Smith/

Date:

10/27/2009

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of August 1, 2009 ("Effective Date"), by and between Solutia Inc., a corporation formed under the laws of the State of Delaware ("Solutia" or "Assignor"), and GrassWorx, LLC, a limited liability company formed under the laws of the State of Missouri ("Buyer" or "Assignee").

WHEREAS, Solutia and Buyer are parties to an Asset Purchase Agreement, dated August 28, 2009, but effective as of August 1, 2009, for the sale by Solutia and purchase by Buyer of the assets held by Solutia and used exclusively in the operation of the North American Business (as that term is defined in the Asset Purchase Agreement and incorporated herein by reference);

WHEREAS, Assignor is the owner of (1) the United States trademark registrations set forth on Schedule A attached hereto, (2) the United States applications for trademark registration set forth on Schedule B attached hereto, (3) the foreign trademark registrations set forth on Schedule C attached hereto, and (4) the foreign trademark applications set forth on Schedule D attached hereto (collectively, the "Trademarks"), which are included in the Acquired Assets (as that term is defined in the Asset Purchase Agreement and incorporated herein by reference); and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, Assignor has agreed to contribute, sell, transfer, assign, convey, and deliver to Assignee, and Assignee has agreed to accept from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby contributes, sells, transfers, assigns, conveys and delivers to Assignee, irrevocably and forever, all of its right, title and interest in and to the Trademarks, including, without limitation, any registrations and applications thereof, any renewals and extensions of the registrations, including any common law rights in the Trademarks, all goodwill associated with any of the foregoing, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, and including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of any of the Trademarks, with the right to sue for, and collect the same, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the United States Commissioner of Patents and Trademarks and the corresponding government officers in all applicable jurisdictions to record Assignee as the assignee and owner of the Trademarks.

This Assignment is being delivered pursuant to, and subject to the terms and conditions of, the Asset Purchase Agreement. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Asset Purchase Agreement, nor shall this Assignment reduce, expand or enlarge any remedies under the Asset Purchase Agreement. In the event that any term or condition of this Assignment conflicts with any term or condition of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall prevail in all respects.

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF MISSOURI WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF MISSOURI OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF MISSOURI.

The parties undertake and agree to cooperate, to the extent such cooperation is needed, in the registration or recordation of any transfer made or Trademarks granted, in the manner provided for under the laws and regulations of the jurisdictions involved, including but not limited to the execution and delivery of any additional documents that may be required for such registration or recordal purposes. The cost of providing any and all such agreements and for effecting recordal thereof in all jurisdictions shall be borne by Buyer and accomplished as promptly as reasonable after the date first set forth above.


This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNORS:

SOLUTIA INC.

By: 
Name: James M. Sullivan
Title: Chief Financial Officer

ASSIGNEE:

GRASSWORX, LLC

By: _____
Name:
Title:

{Signature page to Trademark Assignment}

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNORS:

SOLUTIA INC.

By: _____

Name:

Title:

ASSIGNEE:

GRASSWORX, LLC

By:  _____

Name:

Title:

{Signature page to Trademark Assignment}

SCHEDULE A

U.S. Trademark Registrations

United States	CLEAN MACHINE	2460325
United States	CLEAN MACHINE AND DESIGN	2464574
United States	DIRT BLASTER	2583645
United States	LITTER BUSTER	2383857
United States	LITTER BUTLER	2384014
United States	MINERAL BLUE	2852158
United States	PAMPURR SALON	3437288
United States	PET HAIR ELIMINATOR	2751010
United States	SC50	2313695
United States	SPRAY GUARD And Design	1203249
United States	SUREBASE	3261769

SCHEDULE B

U.S. Trademark Applications

United States	DURASCAPE	77/605186
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SCHEDULE C

Foreign Trademark Registrations

Canada	CLEAN MACHINE	TMA603807
Canada	DURASCAPE	TMA603738
Canada	LITTER BUSTER	TMA591973
Canada	LITTER BUTLER	TMA586397
Canada	PET HAIR ELIMINATOR	TMA615215
Canada	SPRAY GUARD And Design	TMA622232

SCHEDULE D

Foreign Trademark Applications

None