

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nexcel Synthetics, LLC		01/12/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Integrated Turf Solutions, LLC		
Street Address:	799 Industrial Blvd.		
City:	Chatsworth		
State/Country:	GEORGIA		
Postal Code:	30705-2021		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3584545	NEXGEN	
Registration Number:	3113036	NEWGEN	
Registration Number:	3205920	NEWGEN	
CORRESPONDENCE DATA			
Fax Number:	(404)365-9532		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-233-7000		
Email:	trademark@mmmlaw.com		
Correspondent Name:	Morris, Manning & Martin, LLP		
Address Line 1:	3343 Peachtree Road, N.E.		
Address Line 2:	Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30326-1044		
ATTORNEY DOCKET NUMBER:	14796-50929		
NAME OF SUBMITTER:	Heather Champion Brady		

OP \$90.00 3584545

900166150

**TRADEMARK
 REEL: 004236 FRAME: 0612**

Signature:	/Heather Champion Brady/
Date:	07/02/2010
Total Attachments: 7 source=Bill of Sale#page1.tif source=Bill of Sale#page2.tif source=Bill of Sale#page3.tif source=Bill of Sale#page4.tif source=Bill of Sale#page5.tif source=Bill of Sale#page6.tif source=Bill of Sale#page7.tif	

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, that NEXCEL SYNTHETICS, LLC, a Delaware limited liability company ("Seller"), in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and for other good and valuable consideration, to it in hand paid by INTEGRATED TURF SOLUTIONS, LLC, a Delaware limited liability company (the "Buyer"), the receipt whereof is hereby acknowledged, and pursuant to that certain Strict Foreclosure Agreement executed between Seller, Buyer and Nexcel Synthetic Surfaces, LLC as of January 12, 2010 (the "Foreclosure Agreement") does hereby grant, bargain, grant sell and convey unto the Buyer, its successors and assigns forever, the following (the "Purchased Assets"):

All "Seller's Collateral" as as set forth on "Exhibit A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD THE SAME, unto the Buyer, its successors and assigns, forever.

THIS BILL OF SALE IS EXECUTED AND DELIVERED, AND THE TRANSFER IS MADE, WITHOUT RECOURSE AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESSED, IMPLIED OR IMPOSED BY LAW, EXCEPT AS PROVIDED IN THE FORECLOSURE AGREEMENT. SELLER NEITHER COVENANTS NOR AGREES TO DEFEND TITLE TO THE ASSETS EXCEPT AS EXPRESSLY PROVIDED IN THE FORECLOSURE AGREEMENT, AND SELLER TRANSFERS TO THE BUYER ONLY SUCH TITLE AS SELLER MAY HAVE OR CONVEY.

IN TESTIMONY WHEREOF, the undersigned has caused these presents to be executed this 12th day of January, 2010.

NEXCEL SYNTHETICS, LLC

By: 

Name: John R. Bagosian

Title: CEO

[Acknowledgements to Follow]

STATE OF Georgia)
) ss.
COUNTY OF Murray)

The foregoing instrument was acknowledged before me this 12 day of January, 2010, by John Bogosian, as the CEO of Nexcel Synthetics, LLC

Witness my hand and official seal.

My commission expires: 2/27/13

Maria Roth
Notary Public

Exhibit A

Seller's Collateral

All of the tangible and intangible personal property and assets of the Seller, whether now owned or existing or hereafter acquired or arising and wheresoever located including, without limitation: (a) all Accounts, (b) all Inventory, (c) all Equipment and Fixtures, (d) all General Intangibles and Intellectual Property, (e) all Investment Property, (f) all Deposit Accounts and any and all monies credited by or due from the Buyer or any other depository to the Seller, whether in the Cash Collateral Account, any Deposit Account, any other depository account or other account, or any Lockbox, (g) all Pledged Collateral and any Additional Pledged Collateral (arising after the date hereof), (h) all Instruments, Documents, documents of title, policies and certificates of insurance, securities, goods, choses in action, Chattel Paper, cash or other property, to the extent owned by the Seller or in which the Seller has an interest, (i) all Collateral of the Seller which now or hereafter is at any time in the possession or control of the Buyer or its Affiliates or in transit by mail or carrier to or from the Buyer or any of its Affiliates or in the possession of any Person acting in the Buyer's or its Affiliates' behalf, without regard to whether the Buyer or Affiliates in question received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise, and any and all balances, sums, proceeds and credits of the Seller with the Buyer or any of its Affiliates, (j) all accessions to, substitutions for, and all replacements, Products and Proceeds of the herein above-referenced property of the Seller described in this Section including, but not limited to, proceeds of insurance policies insuring such property, and proceeds of any insurance, indemnity, warranty or guaranty payable to the Seller and (k) all books, records, and other property (including, but not limited to, credit files, programs, printouts, computer software, and disks, magnetic tape and other magnetic media, and other materials and records) of the Seller pertaining to any such above-referenced property of the Seller; provided, however, that in no event shall the Seller be required to pledge more than 65% of voting power of all classes of the capital stock of a Subsidiary that is not a Domestic Subsidiary and; provided, further, that the foregoing grant of a security interest and pledge shall not include a security interest in or pledge of Excluded Property and provided, further, that if and when the prohibition which prevents the granting by the Seller or such Subsidiary to the Buyer of a security interest in such Excluded Property is removed or otherwise terminated, the Buyer will be deemed to have, and at all times from and after the date hereof to have had, a security interest in and pledge of such Excluded Property, as the case may be, and that the Buyer will be deemed to have, and at all times from and after the date hereof to have had, a security interest in and pledge of the proceeds of such Excluded Property. Notwithstanding the foregoing, in no event shall the following be deemed to be Collateral hereunder: (1) Seller's interest in those certain leases described on Schedule I attached hereto; (2) any Equipment that is subject to a purchase money Lien, Capitalized lease or other lease which is evidenced by a UCC-1 Financing Statement filed by the lessor thereof, including, but not limited to, those certain financing statements set forth on Schedule II attached hereto.

Capitalized terms used herein are defined in (i) that certain Amended and Restated Credit and Security Agreement dated as of June 20, 2007 by and between Seller and Buyer, as assignee of JPMorgan Chase Bank, N.A. (as amended, restated, supplemented or otherwise modified), and (ii) that certain Master Lease Agreement, dated as of April 29, 2004 by and between Seller and

Buyer, as assignee of Chase Equipment Finance, Inc. f/k/a Chase Equipment Leasing Inc. (as amended, restated, supplemented or otherwise modified), as applicable, unless otherwise stated.

Schedule I

Leases

1. That certain Lease Agreement, dated as of March 21, 2000, between Lake Martin Area Industrial Development Authority and Tallapoosa County ("Lessor") and the Seller, recorded in the Office of the Judge of Probate of Tallapoosa County, Alabama on Fiche #151762.
2. That certain Lease Agreement, dated as April 1, 1972, by and between The Industrial Development Board of the City of Trussville, Alabama ("Lessor") and Poly-Fibers Corporation, recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Real 828, Page 278, together with that certain Agreement, dated as of April 1, 1972, by and between the Lessor and Poly-Fibers Corporation, recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Real 837, Page 52, as amended by that certain Amendment of Lease Agreement, dated as of December 31, 1973, by and between the Lessor and Poly-Fibers Corporation, recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Real 1042, Page 312, all of the above as assigned by Wellington Synthetic Fibres; Inc. (fka Poly-Fibers Corporation) to Fibres South, Inc., pursuant to that certain Assignment and Assumption of Lease Agreement, dated as of December 20, 1979, by and among Lessor, Birmingham Trust National Bank, as Trustee, Wellington Synthetic Fibres, Inc. (fka Poly-Fibers Corporation) and Fibres South, Inc., recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Real 1859, Page 86, and as further assigned by Fibres South, Inc. to Nexcel Synthetics, L.L.C., pursuant to that certain Lease Assignment and Assumption Agreement, dated as of September 15, 1997, by and between Fibres South, Inc. and Nexcel Synthetics, L.L.C., recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Real 9711, Page 2239.
3. That certain Lease Agreement, dated as of January 1, 1974, by and between The Industrial Development Board of the City of Trussville, Alabama ("Lessor") and Wellington Synthetic Fibres, Inc., recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Real 1048, Page 511, as assigned by Wellington Synthetic Fibres, Inc. to Fibres South, Inc., pursuant to that certain Assignment and Assumption of Lease Agreement, dated as of December 20, 1979, by and among Lessor, Birmingham Trust National Bank, as Trustee, Wellington Synthetic Fibres, Inc. and Fibres South, Inc., recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Real 1859, Page 94, as amended by that certain First Supplemental Lease Agreement, dated as of December 20, 1979, by and between Lessor and Fibres South, Inc., recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Real 1859, Page 160, and as further assigned by Fibres South, Inc. to Nexcel Synthetics, L.L.C., pursuant to that certain Lease Assignment and Assumption Agreement, dated as of September 15, 1997, by and between Fibres South, Inc. and Nexcel Synthetic, L.L.C., recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Real 9711, Page 2240.

Schedule II

UCC Financing Statements

Secured Party	Jurisdiction	Filed Date	File No.
Toyota Motor Credit Corporation	Delaware Secretary of State	12/27/2004	4364763 5
Toyota Motor Credit Corporation	Delaware Secretary of State	11/4/2005	5344138 4
Greater Bay Bank N.A.	Delaware Secretary of State	4/19/2006	6131388 1
NMHG Financial Services, Inc.	Delaware Secretary of State	1/12/2007	2007 0158021
Toyota Motor Credit Corporation	Delaware Secretary of State	5/30/2007	2007 2022217
Toyota Motor Credit Corporation	Delaware Secretary of State	12/20/2007	2007 4807458
MB Financial Bank, N.A.	Delaware Secretary of State	4/8/2008	2008 1217544
Wells Fargo Bank, N.A.	Delaware Secretary of State	11/12/2008	2008 3786983
Wells Fargo Bank, N.A.	Delaware Secretary of State	12/9/2008	2008 4083513
Morton Extrusionstechnik GMBH	Delaware Secretary of State	3/3/2009	2009 0778800
Royal Bank America Leasing	Delaware Secretary of State	6/30/2009	2009 2098421
C.H. Brown Co.	Alabama Secretary of State	1/24/2005	05-0057019
C.H. Brown Co.	Alabama Secretary of State	1/24/2005	05-0057025
C.H. Brown Co.	Alabama Secretary of State	1/24/2005	05-0057031
C.H. Brown Co.	Alabama Secretary of State	1/24/2005	05-0057048
C.H. Brown Co.	Alabama Secretary of State	1/24/2005	05-0057054
C.H. Brown Co.	Alabama Secretary of State	1/24/2005	05-0057077
C.H. Brown Co.	Alabama Secretary of State	1/24/2005	05-0057083
C.H. Brown Co.	Alabama Secretary of State	1/24/2005	05-0057090
C.H. Brown Co.	Alabama Secretary of State	1/24/2005	05-0057100

C.H. Brown Co.	Alabama Secretary of State	1/24/2005	05-0057116
Meccaniche Moderne S.p.A.	Alabama Secretary of State	7/27/2006	06-0663008