

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
Three Z Retail Corporation	FORMERLY Turf Products Corporation	10/27/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Turf Products, LLC		
Street Address:	157 Moody Road		
City:	Enfield		
State/Country:	CONNECTICUT		
Postal Code:	06082		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1847970	NET	
Registration Number:	1875674	TPC	
Registration Number:	1847141	TPC TURF PRODUCTS CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	(617)523-6850		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	mary.mema@hklaw.com		
Correspondent Name:	Elizabeth R. Burkhard		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	780231.00001		
NAME OF SUBMITTER:	Mary Mema		
Signature:	/Mary Mema/		

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**TRADEMARK
 REEL: 004306 FRAME: 0362**

Date:

10/28/2010

Total Attachments: 2

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ASSIGNMENT AND CONFIRMATION OF TRANSFER

THIS ASSIGNMENT AND CONFIRMATION OF TRANSFER is made and entered into by Three Z Retail Corporation, a Delaware corporation, formerly known as Turf Products Corporation (“Assignor”) in favor of Turf Products, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, on November 30, 2005 Assignor transferred and assigned certain of its assets, properties and rights to Assignee pursuant to an Instrument of Transfer (the “2005 Transfer”);

WHEREAS Assignor was the owner of the trademarks and corresponding United States Trademark Registrations listed below (the “Marks”), along with all business associated with the Marks and the good will of the business connected with the use of the Marks and symbolized thereby;

Mark	Registration No.	Registration Date
NET (and design)	1847970	08/02/1994
TPC (and design)	1875674	01/24/1995
TPC TURF PRODUCTS CORPORATION (and design)	1847141	07/26/1994

WHEREAS, as part of the 2005 Transfer, Assignor transferred all of its right, title and interest in and to the Marks, along with all business associated with the Marks and the good will of the business connected therewith, and the right to sue, obtain relief and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of the Marks;

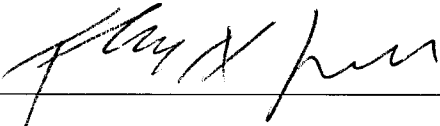
WHEREAS Assignor and Assignee are now desirous of evidencing and confirming the transfer of all right, title and interest in and to the Marks, together with the goodwill of the business connected with the use of such Marks and symbolized by the Marks, and the right to sue, obtain relief and recover for, and the right to profits or damages due or accrued arising out of

or in connection with, any and all past, present or future infringements of the Marks for recordation with the United States Patent and Trademark Office ("USPTO");

NOW THEREFORE, for good and valuable consideration, including the parties' interest in clarifying and confirming record title to the Marks, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms (i) the existence of the 2005 Transfer to Assignee, and (ii) that the 2005 Transfer transferred to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business connected with the use of such Marks and symbolized by the Marks and the right to sue, obtain relief and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of the Marks. In addition, for the avoidance of doubt and to ensure clear record title to the Marks, Assignor hereby assigns to Assignee, effective as of November 30, 2005, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business connected with the use of such Marks and symbolized by the Marks and the right to sue, obtain relief and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of the Marks.

Assignor agrees to execute such additional documents as may be reasonably requested by Assignee to further evidence or perfect the foregoing assignment.

THREE Z RETAIL CORPORATION

By: 

Name: FREDERICK N ZETSER, III

Title: PRESIDENT

Date: 10/27/10