

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
NexGen Turf Research, LLC		07/18/2011	LIMITED LIABILITY COMPANY: OREGON
RECEIVING PARTY DATA			
Name:	Pennington Seed, Inc. of Nebraska		
Street Address:	P.O. Box 290		
City:	Madison		
State/Country:	GEORGIA		
Postal Code:	30650		
Entity Type:	CORPORATION: NEBRASKA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77932683	ENHANCER	
CORRESPONDENCE DATA			
Fax Number:	(404)879-2932		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	atltrademarks@wcsr.com		
Correspondent Name:	Marcy L. Sperry		
Address Line 1:	P.O. Box 7037		
Address Line 4:	Atlanta, GEORGIA 30357-0037		
ATTORNEY DOCKET NUMBER:	P004 3198/38346.0188.4		
NAME OF SUBMITTER:	Marcy L. Sperry		
Signature:	/Marcy L. Sperry/		
Date:	07/28/2011		
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (this "Assignment"), effective as of July 18, 2011 ("Effective Date"), is from NexGen Turf Research, LLC, an Oregon limited liability company with an address at 33725 Columbus Street SE, Albany, Oregon 97322 ("Assignor"), to Pennington Seed, Inc. of Nebraska, a Nebraska Corporation with an address at P.O. Box 290, Madison, Georgia 30650 ("Assignee") (collectively the "Parties").

WHEREAS, Assignor is the owner of U.S. trademark application Serial No. 77/932,683, which is filed and pending with the United States Patent and Trademark Office, for the trademark ENHANCER for use with "lawn/turf" in international class 31 (the "'683 Application"); and

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the trademark ENHANCER (the "ENHANCER Mark"), and the related '683 Application, together with the entire business, including all goodwill, associated with the ENHANCER Mark; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the ENHANCER Mark, the '683 Application, and Assignor's entire business associated therewith, including all goodwill, from Assignor; and

WHEREAS, Assignee is the successor to Assignor's entire business associated with the ENHANCER Mark;

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the this agreement by reference, the mutual covenants and conditions herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledge, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to: (i) the '683 Application, (ii) any and all trademark, trade name and intellectual property rights, including rights of priority, in the ENHANCER Mark, (iii) the entire business associated with the ENHANCER Mark, including all goodwill symbolized by the ENHANCER Mark, (iv) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the ENHANCER Mark.

2. Each party shall, without further consideration, cause to be performed such other lawful acts and to be executed such further assignment and other lawful documents as may be reasonably necessary to effect fully the purposes of this Assignment and to permit Assignee to be duly recorded as the registered owner of the ENHANCER Mark, all associated goodwill and all other rights conveyed by this Assignment.

3. This Assignment may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original and all of which taken together will constitute one and the same instrument. Executed copies of this Agreement may be

delivered by facsimile transmission or electronic mail, or other comparable electronic means, and shall be fully binding.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the Effective Date.

ASSIGNOR:

NexGen Turf Research, LLC

By: Kenneth Hignite

Name: Kenneth Hignite

Title: Director of Research

ASSIGNEE:

Pennington Seed, Inc. of Nebraska

By: Ronnie Stapp

Name: Ronnie Stapp

Title: EUP Grass Seed

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