

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
AmTurf Enterprises, LLC		08/26/2011	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	ProSeeds Marketing, Inc		
Street Address:	13963 Westside Lane S		
City:	Jefferson		
State/Country:	OREGON		
Postal Code:	97352		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77931851	ULTRA NU-STRAW	
CORRESPONDENCE DATA			
Fax Number:	(503)585-0368		
Phone:	509-581-1240		
Email:	ming@kite.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Michelle Vlach-Ing		
Address Line 1:	1313 Mill Street SE, Suite 200		
Address Line 4:	Salem, OREGON 97301		
ATTORNEY DOCKET NUMBER:	11-52933		
NAME OF SUBMITTER:	Michelle Vlach-Ing		
Signature:	/s michelle vlach-ing/		
Date:	09/12/2011		
Total Attachments: 1 source=TM Assignment - Signed 8.26.11#page1.tif			

OP \$40.00 77931851

TRADEMARK ASSIGNMENT

ULTRA NU-STRAW
Serial No. 77931851

This Assignment ("Assignment") is made effective as of August 25, 2011 from AmTurf Enterprises, LLC of Gary, Indiana ("ASSIGNOR"), to ProSeeds Marketing, Inc. of Jefferson, Oregon ("ASSIGNEE"):

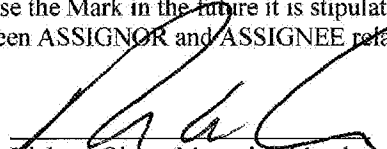
WHEREAS, ASSIGNOR has intended to use the mark, ULTRA NU-STRAW ("the Mark"), in interstate commerce and has filed an application with the United States Patent and Trademark office on February 2, 2009 based on its *bona fide* intent to use such mark in commerce, which application was given serial No. 77931851, but has not yet filed an allegation of use of the mark under section 1(c) or 1(d) of the Trademark Act, and

WHEREAS, ASSIGNEE has acquired the enter business or portion thereof to which the mark pertain as required by 15 U.S.C. § 1060,

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE right, title, and interest in and to the Mark.

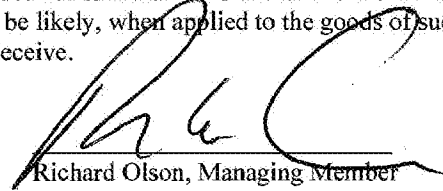
NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE ASSIGNOR'S right, title, and interest in and to the Mark, together with the goodwill of the business relating to the products upon which the Mark is used and to be used reserving only the assignable right to independently use the mark for purposes and ventures at some future date on election.

The parties further agree that should ASSIGNOR ever use the Mark in the future it is stipulated there shall be no dilution, confusion or any other interference between ASSIGNOR and ASSIGNEE related to the parties separate use of the Mark.


Richard Olson, Managing Member
AmTurf Enterprises, LLC, ASSIGNOR

State of Oregon)
) ss.
County of Marion)

Richard Olson, states that he is the managing member of AmTurf Enterprises, LLC, the applicant company ASSIGNEE and is authorized to execute this instrument on behalf of said company; he believed said company to be the owner of the mark sought to be registered; said mark is in use or intends to be used in the type of commerce specified in this application; to the best of his knowledge and belief no other person, firm, corporation, company or association has the right to use said mark in commerce either in the identical form thereof or in such near resemblance thereto as to be likely, when applied to the goods of such other person, to cause confusion or to cause mistake, or to deceive.


Richard Olson, Managing Member
AmTurf Enterprises, LLC, ASSIGNOR

Subscribed and sworn to before me, this 26th day of August, 2011


Notary Public
My commission expires October 27, 2014

