

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spread Tech		06/26/2012	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	XGrass		
Street Address:	210 Howell Drive		
City:	Dalton		
State/Country:	GEORGIA		
Postal Code:	30721		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4161273	DURAMULCH	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jtucker@mbnlaw.com		
Correspondent Name:	James F. Tucker, Jr.		
Address Line 1:	745 College Drive		
Address Line 4:	Dalton, GEORGIA 30720		
ATTORNEY DOCKET NUMBER:	DURAMULCH ASSIGNMENT		
NAME OF SUBMITTER:	James F. Tucker, Jr.		
Signature:	/James F. Tucker, Jr./		
Date:	01/07/2013		
Total Attachments: 2 source=Dura Mulch Assignment#page1.tif source=Dura Mulch Assignment#page2.tif			

OP \$40.00 4161273

## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (“Assignment”) is made as of this 26 day of June, 2012, by and between, **SPREAD TECH, LLC**, a South Carolina limited liability company (“Assignor”), and **XGRASS, INC.**, a Georgia corporation (“Assignee”).

### WITNESSETH:

**WHEREAS**, Assignee and Assignor are parties to that certain Asset Purchase Agreement dated June 26, 2012 (the “Purchase Agreement”), pursuant to which Spread Tech, LLC has agreed to sell to the Company substantially all of its assets and its business of supplying and installing loose-fill playground mulch, unitary safety surfacing, and accessories (the “Acquisition”); and

**WHEREAS**, Assignor is the owner of the trademark “DuraMulch”, application pending in the U.S. Patent and Trademark Office, Serial Number 85457069 ( the “Trademark”); and

**WHEREAS**, Assignee requires Assignor to assign any interest Assignor may have in the Trademark as a condition to closing the Acquisition.

**NOW, THEREFORE**, in consideration of ten dollars (\$10.00) paid, and of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, all of Assignor’s right, title and interest in and to the Trademark, the goodwill of the business symbolized thereby, and the application therefor.
2. Opposition to Trademark. As of the date hereof Assignor has not been notified of any opposition to its application for the registration of the Trademark and has no knowledge of any such opposition.
3. Binding Effect. This Assignment and the covenants and agreements contained herein shall be binding upon and inure to the benefit of Assignor, his heirs and assigns and shall inure to the benefit of Assignee and its successors and assigns.
4. Further Assurances. Assignor shall from time to time after the date hereof at the request of Assignee and without further consideration execute and deliver to Assignee such additional instruments of conveyance in addition to this Assignment as Assignee shall reasonably request to evidence more fully the transfer by Assignor to Assignee of the Trademark.
5. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the substantive laws of the State of Georgia, without regard to its conflicts of laws principles.

6. Modification. This Assignment may be modified or supplemented only by written agreement of the parties hereto.

Executed this 26<sup>th</sup> day of June, 2012.

SPREAD TECH, LLC

By:   
Authorized Member

Sworn to and subscribed before me,  
this 26<sup>th</sup> day of June, 2012.

Catherine Rice Richards  
NOTARY PUBLIC  
COOPER COUNTY, GA