

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373652

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AVTURF, LLC | | 06/06/2015 | Limited Liability Company: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | ACT GLOBAL AVTURF, INC. | | |
| Street Address: | 4201 W. Parmer Lane Suite B 175 | | |
| City: | Austin | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78727 | | |
| Entity Type: | CORPORATION: TEXAS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 76140952 | AVTURF | |
| Serial Number: | 76215267 | AVTURF | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5128797217 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 5128797217 | | |
| Email: | KAROLYN@KNAACKLAW.COM | | |
| Correspondent Name: | Karolyn Knaack | | |
| Address Line 1: | 8525 White Ibis Drive | | |
| Address Line 4: | Austin, TEXAS 78729 | | |
| NAME OF SUBMITTER: | KAROLYN KNAACK | | |
| SIGNATURE: | /KAROLYN KNAACK/ | | |
| DATE SIGNED: | 02/18/2016 | | |
| Total Attachments: 5 | | | |
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OP \$65.00 76140952

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT ("Agreement"), effective as of June 6, 2015 (the "Effective Date"), is made and entered into by and between Act Global AvTurf, Inc., a Texas corporation ("Purchaser"), and AvTurf, LLC, an Illinois limited liability company ("Seller"). Purchaser and Seller may be hereinafter sometimes referred to collectively as the "Parties" or singularly as a "Party."

Background

WHEREAS, Purchaser and Seller have entered into an Asset Purchase Agreement (the "Acquisition Agreement") pursuant to which Seller assigned the Assigned Intellectual Property (as defined below) to Purchaser. All capitalized terms used in this Agreement and not otherwise defined have the same meanings as defined in the Acquisition Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows.

ARTICLE I Transfer

1.1 Assignment. As of the Effective Date, Seller hereby contributes, assigns, grants, transfers, conveys and delivers to Purchaser (and its successors and assigns), and Purchaser hereby acquires from Seller, all right, title, and interest (past, present, future, and throughout the world) in and to the following (collectively referred to as the "Assigned Intellectual Property"):

(a) the trademarks identified in Exhibit A attached hereto (the "Trademarks"); including, but not limited to: (i) the goodwill connected with the use thereof and/or symbolized thereby; and (ii) all other Intellectual Property that is available in, results from, or is granted pursuant to the Trademarks;

(b) the patents and patent applications identified in Exhibit A attached hereto; including, but not limited to: (i) any provisional, divisional, continuation, continuation-in-part, reexamination, reissue, extension, substitute or renewal thereof; (ii) any application or patent that claims priority therefrom; and (iii) any foreign counterpart thereof;

(c) all registrations and applications pertaining to all or any of the foregoing; all the rights, claims and privileges that inhere therein or pertain thereto; the right to sue and recover damages for past, present and future infringement or violation thereof; the right to stand in the place of Seller in all matters pertaining thereto; and all licenses and sublicenses (e.g., irrespective of whether to or from Seller) pertaining thereto; and

(d) all other Seller's Intellectual Property.

1.2 Delivery. On the Effective Date, the items specified below shall be delivered:

(a) Seller shall deliver to Purchaser all correspondence to or from governmental agencies (e.g., U.S. Patent & Trademark Office), inventor notebooks, invention disclosures, and

other evidence of discovery, conception, reduction to practice, creation, development, filing, registration or issuance of the Assigned Intellectual Property; and

(b) Seller shall deliver to Purchaser: (i) electronic copies of all Documents that embody all or any portion of Assigned Intellectual Property, to the extent that such Documents exist in electronic form; and (ii) originals or tangible copies of all Documents that embody all or any portion of Assigned Intellectual Property, to the extent that such Documents do not exist in electronic form.

1.3 Cooperation.

(a) Seller does hereby, without reservation, irrevocably authorize Purchaser and its successors, assigns, nominees, representatives and designees to prepare and make, in Purchaser's own name, any filing in any country, and to claim any right of priority without further authorization from Seller, so that the Assigned Intellectual Property issues in the name of Purchaser or its successors or assigns. Seller shall, at the request of Purchaser, or any of its successors, assigns, nominees, representatives and designees, in every way cooperate and do everything that Purchaser or any one or more of its successors, assigns, nominees, representatives and designees may reasonably consider necessary or to assist Purchaser and its successors, assigns, nominees, representatives and designees to prepare and make any filing in any country to apply for, prosecute, register, evidence, defend, obtain, hold, secure, vest title (in Purchaser) to, protect, perfect, maintain, uphold and enforce the Assigned Intellectual Property. Such cooperation includes for example but is not limited to: (i) communicating to Purchaser and its successors, assigns, nominees, representatives and designees any material relating to creation, use, preparation, conception, reduction to practice, invention or discovery of all or any part of the Assigned Intellectual Property; (ii) for a period of one year after the Effective Date, rendering reasonable assistance and cooperation in any legal proceedings (including, but not limited to, any opposition, cancellation proceeding, interference proceeding, priority contest, public use proceeding, reexamination proceeding, and court proceeding) involving all or any part of the Assigned Intellectual Property; and (iii) executing, verifying and delivering any assignments, oaths, declarations, powers of attorney, and other instruments and documents.

(b) Other than in a situation where Seller reasonably disputes the reasonableness of a request made by Purchaser under Section 1.3(a), if Seller fails or refuses to execute any such assignment, oath, declaration, power of attorney, instrument or document, Seller hereby designates and appoints Purchaser (and its successors and assigns) as Seller's true and lawful agent and attorney-in-fact (such agency and power of attorney being irrevocable by Seller and coupled with an interest in favor of Purchaser and its successors and assigns), with full power of substitution, to act for Seller and in Seller's behalf to do any lawfully permitted act in furtherance of the purposes of this Section 1.3 (including, but not limited to, executing, verifying and filing such assignments, oaths, declarations, powers of attorney, and other instruments and documents) in Seller's name and stead but on behalf of and for the benefit of Purchaser and its successors and assigns, with the same legal force and effect as if Seller performed such act, irrespective of whether in Seller's name or Purchaser's name or otherwise.

1.4 Acknowledgement. As of the Effective Date, Seller does hereby, without reservation, irrevocably acknowledge and agree that: (a) it shall have no license, sublicense,

right or immunity, either directly, indirectly, or by implication, estoppel or otherwise, under all or any part of the Assigned Intellectual Property, except as might be expressly granted to Seller by Purchaser under a separate agreement between Seller and Purchaser; and (b) upon the Effective Date and thereafter, Seller shall neither do nor cause to be done any act or thing that may materially adversely affect any right of Purchaser in or to all or any part of the Assigned Intellectual Property. Seller hereby irrevocably waives all moral rights in and to the Assigned Intellectual Property.

ARTICLE II Miscellaneous

2.1 Counterparts. This Agreement may be executed in multiple counterparts for the convenience of the Parties to this Agreement, all of which together shall constitute one and the same instrument.

2.2 Headings. The headings of this Agreement are for convenience only and do not constitute a part of this Agreement.

2.3 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

2.4 Assignment. Seller must not assign or transfer any right or obligation under this Agreement without Purchaser's written consent. Any assignment, transfer, or attempted assignment or transfer, in violation of this Section 2.4, shall be null and void. Purchaser may assign or transfer this Agreement to any non-party, with or without Seller's consent. This Agreement shall be binding upon and inure to the benefit of a Party's direct and indirect successors and assigns, to the extent that assignment or transfer might be permitted under this Section 2.4.

2.5 Governing Law. The construction, validity and interpretation of this Agreement shall be governed by the internal laws of the State of Texas without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.


2.6 Entire Agreement. This Agreement and the related documents contained as Exhibits to this Agreement or expressly contemplated by this Agreement contain the entire understanding of the Parties relating to the subject matter of this Agreement and supersede all prior written or oral and all contemporaneous oral agreements and understandings relating to the subject matter of this Agreement. This Agreement cannot be modified or amended except in writing signed by the Party against whom enforcement is sought. The Exhibits to this Agreement are by this Agreement incorporated by reference into and made a part of this Agreement for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement as being effective for all purposes as of the Effective Date, notwithstanding any other date set forth elsewhere.

PURCHASER:

ACT GLOBAL AVTURF, INC.

By: 
Name: Daniel C. McGowan
Title: Managing Director

SELLER:

AVTURF, LLC

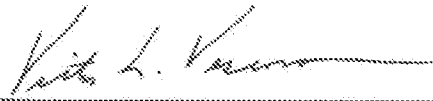
By: 
Name: Victor L. Vescovo
Title: Managing Director and Secretary

EXHIBIT A

Patents by Assignee AvTurf, LLC

- Adhesively Secured Artificial Turfs For Airports and Methods of Installing Such Artificial Turfs; Application # 20130022763; Filed July 21, 2011; Issued January 24, 2013
- Arrestor Bed System and Method for Airports and Airfields; Patent # 7901154; Filed July 16, 2007; Issued March 8, 2011
- Synthetic Runway Surface System; Patent # 7901753; Filed November 12, 2004; Issued March 8, 2011
- Infillless and/or Fuel Absorbing Synthetic Covering System for Safety Areas of Airports; Patent # 7806625; Filed February 12, 2007; Issued October 5, 2010
- Marketing Method for Artificial Turf at Airports; Application # 20100030709; Filed July 16, 2007; Issued February 4, 2010
- Method of Operating a Safety System for Airports and Airfields; Patent # 7198427; Filed July 18, 2003; Issued April 3, 2007
- Synthetic Covering Systems for Safety Areas of Airports; Patent # 7175362; Filed May 27, 2003; Issued February 13, 2007

Trademarks Owned by AvTurf, LLC

- AVTURF Trademark #76140952
- AVTURF Service Mark #76215267

Domain Names

- AIRSIDETURF.INFO
- AIRPORTTURF.BIZ
- AIRPORTTURF.NET
- AIRPORTTURF.INFO
- AIRPORTTRUF.ORG
- AIRFIELDTURF.COM
- AVTURF.COM
- AVTURF.INFO
- AVTURF.NET
- AVTURF.ORG
- AVTURF.BIZ