

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398624

|   |  |                       |  |
|---|--|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |  |
| <b>CONVEYING PARTY DATA</b>   |  |                       |  |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>                     |
| SPRINTURF, LLC  |  | 09/15/2016            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | SPRINTURF INTELLECTUAL PROPERTY, LLC               |                       |  |
| <b>Street Address:</b>  | 550 LONG POINT ROAD                                |                       |  |
| <b>Internal Address:</b>  | Suite 205  |                       |  |
| <b>City:</b>  | Mt. Pleasant                                       |                       |  |
| <b>State/Country:</b>   | SOUTH CAROLINA                                     |                       |  |
| <b>Postal Code:</b>   | 29464  |                       |  |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |  |
| <b>PROPERTY NUMBERS Total: 4</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| <b>Serial Number:</b>   | 86548338   | COOLFIBER             |  |
| <b>Serial Number:</b>   | 86548353   | COOLCAP               |  |
| <b>Serial Number:</b>   | 86548394   | SPRINTURF             |  |
| <b>Serial Number:</b>   | 86548401   | ULTRABLADE            |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  | 4043659532   |                       |  |
| <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> |  |                       |  |
| <b>Phone:</b>   | 4042337000   |                       |  |
| <b>Email:</b>   | etillman@mmlaw.com                                 |                       |  |
| <b>Correspondent Name:</b>  | Morris, Manning & Martin, LLP                      |                       |  |
| <b>Address Line 1:</b>  | 3343 Peachtree Road NE                             |                       |  |
| <b>Address Line 2:</b>  | 1600 Atlanta Financial Center                      |                       |  |
| <b>Address Line 4:</b>  | Atlanta, GEORGIA 30326                             |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 24432-102319                                       |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Bryan D. Stewart                                   |                       |  |
| <b>SIGNATURE:</b>   | /Bryan D. Stewart/                                 |                       |  |
| <b>DATE SIGNED:</b>   | 09/15/2016   |                       |  |

CH \$115.00 86548338

**Total Attachments: 5**

source=EXE Sprinturf IP Assignment Agreement#page1.tif

source=EXE Sprinturf IP Assignment Agreement#page2.tif

source=EXE Sprinturf IP Assignment Agreement#page3.tif

source=EXE Sprinturf IP Assignment Agreement#page4.tif

source=EXE Sprinturf IP Assignment Agreement#page5.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the “**Assignment**”) is entered into on this September 15, 2016, by and between Sprinturf, LLC, a Delaware limited liability company (the “**Assignor**”), and Sprinturf Intellectual Property, LLC, a Delaware limited liability company (the “**Assignee**”).

**WHEREAS**, the Assignor desires to assign, and the Assignee desires to acquire, the entire right, title, and interest in and to the patents and patent applications (the “**Patents**”) on Schedule A attached hereto and trademarks, trade names and logos on the same Schedule A (the “**Trademarks**,” collectively with the Patents, the “**Assigned Intellectual Property**”); and

**WHEREAS**, the Assignor and the Assignee desire that the assignment of said rights in the Patents and Trademarks be made of record in the United States Patent and Trademark Office and any other appropriate governmental or administrative offices as the case may be.

**NOW, THEREFORE**, for ten dollars (\$10.00) and other good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor’s right, title and interest in and to all of the Assigned Intellectual Property, including the following assignments:

(a) The Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of Assignor’s right, title, and interest in and to the Patents, including any provisional rights therein, in and to any divisions, continuations, continuation-in-parts, and reissues thereof, and in and to all inventions disclosed and described in said applications and improvements thereof, preparatory to obtaining Letters Patent of the United States (“Letters Patent”) therefor, including all damages and profits, due or accrued, arising out of past infringements of said Patents, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances; and the Assignor hereby requests the Director of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said application, or from a division, continuation, continuation-in-part, or reissue thereof, to the Assignee, as the Assignee, for its interest and for the sole use and benefit of the Assignee and its assigns and legal representatives.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee, all of the Assignor’s right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the Trademarks, and the registrations and applications therefor, including all damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Assigned Intellectual Property, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may

reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating with the Assignee to perfect the transfer of the Assigned Intellectual Property hereunder and, if appropriate, to assure that the transfer of the Assigned Intellectual Property is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office and the United States Copyright Office, all at the Assignee's sole expense.

3. Maintenance. The Assignor has and shall instruct their attorneys and agents who maintain and prosecute the Assigned Intellectual Property to, at the cost and expense of Assignee, take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Assigned Intellectual Property in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Assigned Intellectual Property.

4. Miscellaneous.

(a) This Assignment, and all claims relating to or arising out of the relationship of the parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Georgia, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

(c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any party to take any action with respect to any breach of this Assignment or default by another party shall constitute a waiver of such party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

*[Signatures begin on following page]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the date first written above:

ASSIGNOR:

ASSIGNEE:

Sprinturf, LLC

Sprinturf Intellectual Property, LLC

By: \_\_\_\_\_

Name: John Bogosian

Title: COO

By: \_\_\_\_\_

Name: John Bogosian

Title: Initial Manager

[Signature Page to Assignment]

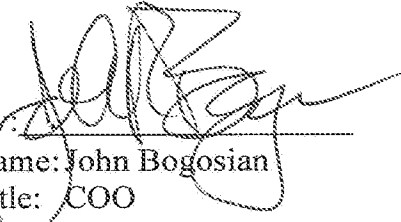
executed and delivered as of the date first written above:

ASSIGNOR:

ASSIGNEE:

Sprinturf, LLC

Sprinturf Intellectual Property, LLC

By:   
Name: John Bogosian  
Title: COO

By:   
Name: John Bogosian  
Title: Initial Manager

[Signature Page to Assignment]

**SCHEDULE A**

**Patents**

| <b>INVENTION TITLE</b>                              | <b>CO.</b> | <b>APP./<br/>PATENT NO.</b> | <b>FILING/<br/>ISSUE<br/>DATE</b> | <b>ASSIGNEE</b>   | <b>STATUS</b> |
|---|------------|-----------------------------|-----------------------------------|-------------------|---------------|
| MULTI-LAYER INFILL<br>SYSTEM FOR<br>SYNTHETIC GRASS | US         | 15/005,404                  | 01/25/2016                        | Sprinturf,<br>LLC | PENDING       |

**Trademarks**

| <b>MARK</b>       | <b>COUNTRY</b> | <b>SERIAL NO./<br/>REGISTRATION<br/>NO.</b> | <b>FILING DATE/<br/>REGISTRATION<br/>DATE</b> | <b>OWNER</b>      | <b>STATUS</b> |
|-------------------|----------------|---|---|-------------------|---------------|
| <b>COOLFIBER</b>  | US             | 86/548,338                                  | 02/27/2015                                    | Sprinturf,<br>LLC | ALLOWED       |
| <b>COOLCAP</b>    | US             | 86/548,353                                  | 02/27/2015                                    | Sprinturf,<br>LLC | ALLOWED       |
| <b>SPRINTURF</b>  | US             | 86/548,394<br>4,830,966                     | 02/27/2015<br>10/13/2015                      | Sprinturf,<br>LLC | REGISTERED    |
| <b>ULTRABLADE</b> | US             | 86/548,401<br>4,830,967                     | 02/27/2015<br>10/13/2015                      | Sprinturf,<br>LLC | REGISTERED    |