

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588217

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Synthetics Environmental, L.L.C.		02/01/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Dawson Holdings, L.L.C.		
Street Address:	6326 Highland Raod		
City:	Baton Rouge		
State/Country:	LOUISIANA		
Postal Code:	70808		
Entity Type:	Limited Liability Company: LOUISIANA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5419298	GEO SURFACES	
Registration Number:	5716268	GEOBASE	
Registration Number:	5703755	GEOFLO	
Registration Number:	5099888	GEOGREEN	
Registration Number:	5419300	GEO GREEN	
Registration Number:	5184756	GEOGREEN PEN	
Registration Number:	5114071	GEO-SURFACES	
Registration Number:	5104265	GEOTRAX	
Registration Number:	5703754	GEOTRAX	
Registration Number:	5419297		
CORRESPONDENCE DATA			
Fax Number:			
<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:	225-248-2098		
Email:	jwtrademarks@joneswalker.com		
Correspondent Name:	Robert C. Tucker		
Address Line 1:	Jones Walker LLP		
Address Line 2:	445 North Blvd., Suite 800		

CH \$265.00 5419298

Address Line 4:	Baton Rouge, LOUISIANA 70802
NAME OF SUBMITTER:	Robert C. Tucker
SIGNATURE:	/robert c tucker/
DATE SIGNED:	07/23/2020
Total Attachments: 3 source=GSE to Dawson#page1.tif source=GSE to Dawson#page2.tif source=GSE to Dawson#page3.tif	

TRADEMARK ASSIGNMENT AND LICENSE

This **TRADEMARK ASSIGNMENT AND LICENSE** (this "**Agreement**") effective as of February 1, 2020 ("Effective Date") between Global Synthetics Environmental, L.L.C., a limited liability company organized and existing under the laws of the State of Louisiana ("**Assignor**"), and Dawson Holdings, L.L.C., a limited liability company organized and existing under the laws of the State of Louisiana ("**Assignee**," and each of Assignor and Assignee, a "**Party**").

WHEREAS, Assignor owns the trademarks and associated registrations, listed in Schedule A (the "**Trademarks**");

WHEREAS, Assignor wished to assign the Trademarks to Assignee and also obtain a license to continue use of the Trademarks;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:


1. **Assignment**. Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's worldwide right, title and interest in and to (i) the Trademarks set forth in Schedule A hereto; (ii) any trademark, service mark, trade name, or other source identifier that is confusingly similar to such term, whether registered or unregistered; (iii) any registration or application for registration of any of the foregoing, including any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of any country, including common law, now or hereafter in effect; (iv) any and all goodwill associated with any of the foregoing; and (v) the right to sue for, assert claims or demands, settle and/or release, and recover damages and all other remedies, for any past, present or future infringement thereof, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. **License to Assignor**. Assignee hereby grants to Assignor a non-exclusive, perpetual, worldwide, royalty-free license to use the Trademarks in the sports field surface business of Assignor.
3. **Quality Control**. The quality of goods and services provided by Assignor under the license granted in Section 2 shall remain consistent with Assignor's previous standards of quality and shall be subject to Assignee's ultimate approval. Assignor shall make such changes to the quality of any licensed services as Assignee may reasonably request, and Assignor shall provide Assignee with reasonable access to Assignor's business records to allow Assignee to inspect Assignor's use of the Trademarks as well as Assignor's products and services sold under the Trademarks. Assignor's sale, distribution and exploitation of licensed goods services shall in no manner reflect adversely upon the good name of Assignee or upon the goodwill and reputation associated with the Trademarks.
4. **General Provisions**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the

same instrument. This Agreement (along with its Schedule) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date written above.

ASSIGNOR:

Global Synthetics Environmental, L.L.C.

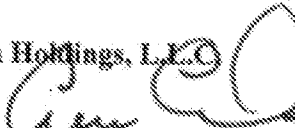
By: 

Name: Charles C. Dawson

Title: Manager

ASSIGNEE:

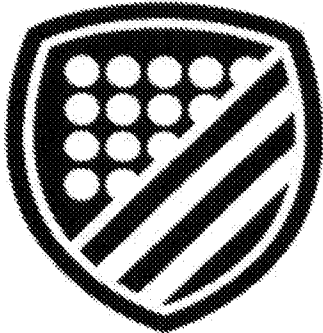
Dawson Holdings, L.L.C.

By: 

Name: Charles C. Dawson

Title: Manager

Schedule A
Assigned Trademarks

Trademark	U.S. Registration Number
GEO SURFACES	5,419,298
GEOBASE	5,716,268
GEO FLO	5,703,755
GEOGREEN	5,099,888
GEO GREEN	5,419,300
GEOGREEN PEN	5,184,756
GEO-SURFACES	5,114,071
GEOTRAX	5,104,265
GEO TRAX	5,703,754
	5,419,297

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