

101258341

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

NIRIS 12 30 94

12-30-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #30

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year
12 16 94

Conveying Party

Mark if additional names of conveying parties attached

Name **Pro M (Overseas) Limited** Execution Date
Month Day Year **12 16 94**

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name **ETC (Holdings) Limited**

DBA/AKA/TA

Composed of

Address (line 1) **10 Digby Drive**

Address (line 2) **Melton Mowbray**

Address (line 3) **Leicestershire** **England** **LE13 0RO**
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization **England**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

02/03/2000 DNGUYEN 00000265 1128671

FOR OFFICE USE ONLY

01 FC:481

40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002016 FRAME: 0733

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Robert H.G. Lockwood

Address (line 1) Smith, Gambrell & Russell, LLP

Address (line 2) Suite 3100, Promenade II

Address (line 3) 1230 Peachtree Street, N.E.

Address (line 4) Atlanta, GA 30309-3592

Correspondent Name and Address

Area Code and Telephone Number 404-815-3500

Name Robert H.G. Lockwood

Address (line 1) Smith, Gambrell & Russell, LLP

Address (line 2) Suite 3100, Promenade II

Address (line 3) 1230 Peachtree Street, N.E.

Address (line 4) Atlanta, GA 30309-3592

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

11

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<u>1,128,671</u>		

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Robert H.G. Lockwood

Name of Person Signing

Signature

12/29/99

Date Signed

I **RICHARD DAVIS HERBERT** Notary Public of 20 New Walk Leicester hereby certify that the annexed document is a true photocopy of the document today produced to me which appeared and purported to be an original Intellectual Property Assignment dated 16 December 1994 and made between **PROM (OVERSEAS) LIMITED (1)** and **ETC (HOLDINGS) LIMITED (2)** and of the Certificate of Jessica Margaret Reeve annexed thereto.

IN TESTIMONY whereof I have hereunto subscribed my name and have affixed my seal of office this 20th day of June in the year of our Lord one thousand nine hundred and ninety seven



Notary Public
Leicester
England

John Venn & Sons

Notaries Public & Translators

Consultants: William B Kennair LL.B.
Consultants: Jessica M Reeve M.A. • Agnes Coriess • Bridget M Ellison B.A.

95 Aldwych London WC2B 4JF

Telephone: 0171 395 4300

Fax: 0171 395 4310

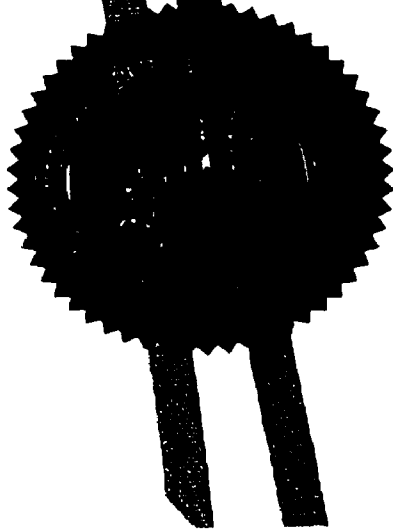
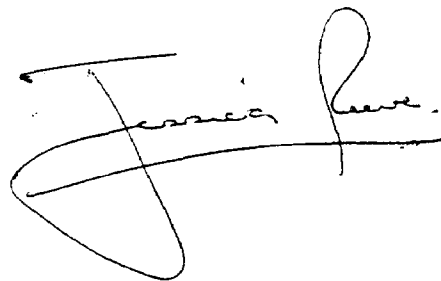
Modem/ISDN: 0171 395 4312

I, JESSICA MARGARET REEVE, a duly admitted Notary Public, having jurisdiction throughout England and Wales and practising in London, England, hereby certify:

THAT the Assignment annexed hereto was this day re-signed in my presence for and on behalf of PRO M (OVERSEAS) LIMITED, now styled ETC (OVERSEAS) LTD., a Company duly incorporated and existing under English law, having its registered office at 10 Digby Drive, Melton Mowbray, Leicestershire LE13 0RQ, formerly at Albion Mills, Albion Road, St Albans, Herts AL1 5EB, England, by MICHAEL ANTHONY BROPHY, who identified himself to me by British passport number 024332833, at the date of the said Assignment, namely 16 December 1994, a Director of the said Company;

AND THAT the said Assignment was likewise this day re-signed in my presence for and on behalf of ETC (HOLDINGS) LIMITED, a Company duly incorporated and existing under English law, having its registered office at 10 Digby Drive, Melton Mowbray, Leicestershire LE13 0RQ, formerly at Albion Mills, Albion Road, St Albans, Herts AL1 5EB, England, by MARTIN PETER KNIGHT, who identified himself to me by British passport number B338643, in his capacity as a Director thereof, both as at the date hereof and at the date of the said Assignment.

IN WITNESS whereof I have issued this Certificate under my signature and Seal of Office at London, aforesaid, the sixth day of March One thousand nine hundred and ninety seven.



(1) PRO M (OVERSEAS) LIMITED

- and -

(2) ETC (HOLDINGS) LIMITED

INTELLECTUAL PROPERTY
ASSIGNMENT

ASHURST MORRIS CRISP
Broadwalk House
5 Appold Street
London EC2A 2HA

Tel: 0171-638-1111

Fax: 0171-972-7990

THIS ASSIGNMENT is made the 16 day of December 1994

BETWEEN

(1) **PRO M (OVERSEAS) LIMITED** (registered number 02971306) of Albion Mills, Albion Road, St Albans, Herts AL1 5EB (hereinafter "the Assignor")

AND

(2) **ETC (HOLDINGS) LIMITED** (registered number 2983765) of Albion Mills, Albion Road, St Albans, Herts AL1 5EB (hereinafter "the Assignee").

WHEREAS

(A) The Assignor is the beneficial owner of the Intellectual Property (as defined below).

(B) The Assignor has agreed to assign the Intellectual Property to the Assignee on the terms set out herein and to execute this assignment.

NOW IT IS HEREBY AGREED as follows:-

1. For the purposes of this Agreement "Intellectual Property" shall mean all trade marks, patents or designs (whether registered or not) and all applications for registration of any of the foregoing, copyright, know-how, inventions, trade names and all other industrial or intellectual property rights throughout the world whether registered or unregistered or capable of registration acquired by the Assignor from Hohenstaufen Omikron Vermögensverwaltungs GmbH and used in the business of the Assignor and all rights of action against third parties in respect of any of the foregoing; which term without prejudice to the generality of the foregoing shall include the registered trade marks and patents set out at Schedules 1 and 2 respectively of this Agreement.

2. In pursuance of the said agreement and in consideration of the sum of £75,510 (being the equivalent to DM 185,000) now paid by the Assignee to the Assignor by way of reduction of intercompany debt the Assignor does as beneficial owner **HEREBY ASSIGN** and transfer all its right title and interest in the Intellectual Property, including all statutory and common law rights attaching thereto and the right to sue for past infringements and to retain any damages obtained as a result of such action, to the Assignee.

3. The Assignor confirms that this assignment is made with the goodwill attaching to the registered trade marks forming part of the Intellectual Property and the goodwill of the business in which the said trade marks have been used by the Assignor.

4. The Assignor shall at the expense of the Assignee do and execute or procure that there shall be done and executed all such documents deeds matters acts and things as the Assignee may at any time require properly to vest the Intellectual Property or any one or more of them in the Assignee or otherwise to perfect the Assignee's title thereto.

IN WITNESS whereof the parties have executed this Agreement on the day and year first above mentioned.

SCHEDULE 1Part IRegistered Trade Marks

<u>Mark</u>	<u>Country</u>	<u>Number</u>	<u>Class</u>	<u>Renewal</u>
RECAFLEX	Germany	390268		
	Australia	296541		
	Chile	222363		
	Japan	1317390		
	Canada	218487		
	South Africa	740859		
	USA	1216882		
	Uruguay	231520		
	Venezuela	98816		
REKOLAST	Germany	966818		
	Norway	101971		
REKORTAN	Germany	839981		
	Argentina	1328291		
	Japan	2265056		
	USA	1238546		
RECORTAN	Australia	296540		
	Brazil	6367674		
	Japan	1317391		
	Canada	218850		
	Norway	93206		
	South Africa	740858		
Word & Device	Germany	993470		
	USA	1260924		
POLIGRAS	Germany	946652		11.9.94
	Germany	1099686		31.7.95
POLITECT LOGO	Germany	2034906		22.7.2001
	Germany	2023443		22.7.2001
POLIGRAS LOGO	Denmark	1922-1977	27	27.5.97
	Norway	94923	27	25.9.95
	Sweden	165543	27	24.11.98
	USA	1128671	27	1.1.2000
	Saudi Arabia	110/60	19,27	18.10.99
	United Kingdom	1119434	27	20.8.2000
	Japan	1891788	20	29.6.96

Malaysia	M/86561	27	26.5.2001
Singapore	1095/80	27	19.3.2001
Hong Kong	B2158/83	27	23.2.2002
Australia	A341590	27	3.1.2001
Argentina	1411914	19	31.12.2002
Brazil	B00230191	16	28.12.2002
Greece	80567		20.8.95

Part II

Applications for Trade Marks

<u>Mark</u>	<u>Country</u>	<u>Number</u>
POLIGRAS Word and Device	Lithuania	[Not known]
	Estonia	[Not known]
POLIGRAS Logo	Lithuania	[Not known]
	Estonia	[Not known]

SCHEDULE 2

Part I

Registered Patents

<u>Country</u>	<u>No:</u>	<u>Patent</u>	<u>Expiry</u>
Australia	550717	Fish mouth mat	2.3.2000
Australia	29242/92	Floor covering for sports surfaces	
Australia	29190/92	Strip floor covering for sports surfaces in particular synthetic grass surfaces	
Canada	1186980	Welding of Poligras mat	14.5.2003
Canada	1177501	Sand filled lawn with filter mat	6.11.2001
Canada	1219611	Fish mouth mat	24.3.2004
Canada	1310570	Foam filled padding elements	24.11.2009
Chile	30662	Mixer to produce brushable synthetic mass	
China	12457	Foam filled padding elements	27.1.2003
European - designating Germany Spain	0312706 (P3863342.6-08) 0312706		
European - designating Austria Belgium Switzerland Germany Denmark Spain	0595947 France Great Britain Greece Italy Netherlands Sweden	Spray protection equipment for motor vehicles	
European Belgium Germany France Sweden	0062741 Italy Luxembourg Netherlands Austria	Welding of Poligras and SE matt	11.2.2002

1
J01
.2002
001
.2002
.2002
25

Great Britain Liechtenstein	Switzerland			
European Germany Belgium France Italy Great Britain	0062738 Luxembourg Netherlands Austria Sweden Switzerland	SE mat with fleece band	10.2.2002	
European Belgium Germany France Sweden Great Britain Liechtenstein	0120207 Italy Luxembourg Netherlands Austria Switzerland	Fish mouth matt	24.1.2004	
European European	154841 59327	Artificial grass Ground covering for open spaces and process for making it		
Finland	85608	Foam filled padding elements	28.1.2008	
Germany Germany Germany	P2935387.5 P4334042.3 3525441	Tufted polygras Mat for sporting games POL multifilament with varying shrinkage	17.7.2005	
India	166198	Foam filled padding elements	14.1.2002	
Japan	259612/88	Procedure to produce covering		
Japan Japan	1470074 1419531	Welded polygras mat	10.12.2001 10.12.2001	
Korea South Korea	31942 26985	Fish mouth mat Welding of poligras mat	18.3.99 4.10.94	
Norway	168783	Procedure to produce covering		
Norway	166731	Foam filled padding	28.1.2008	
PCT Patent USA Canada Japan	9301963	Spray absorber		

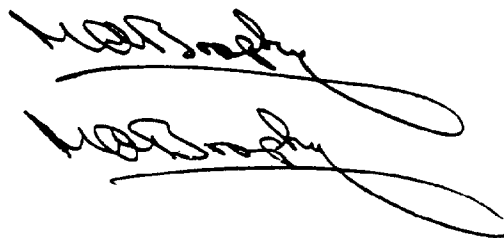
	PCT Patent	9309294		
	PCT Patent	9309293		
.2002	USA	4857368		
	USA	4470783	Machine to pull off and smoothen floor surfaces	
	USA	4477299	Welding of poligras mat	16.4.96
	USA	4444815	Sand filled lawn with filter mat	24.10.95
004	USA	4535021	Fish mouth mat	13.2.97
	USA	5019194	Foam filled padding elements	28.5.2008

Part II

Patent Applications

<u>Country</u>	<u>No:</u>	<u>Date of Appn.</u>	<u>Patent</u>
Argentina	323702	19.11.92	Internally, directly mailed on fleece
Argentina	323703	19.11.92	Internally turf with water retainer
Denmark	470/88	29.1.88	Foam filled padding elements
Germany	P4136339.6	5.11.91	Floor covering for sport surfaces internally
Germany	P4136341.8	5.11.91	Floor covering for sport surfaces in particular synthetic turf internally
Germany	P4124260.2	22.7.91	Spray protector for vehicles internally, spray absorber
Germany	P3603386	5.2.86	Fastener for marking lines
Japan	59-54555	23.3.84	Fish mouth mat
Japan	63-12746	25.1.88	Foam filled padding elements
Korea	866/88	29.1.88	Foam filled padding elements

SIGNED by)
for and on behalf of)
PRO M (OVERSEAS) LIMITED)
in the presence of:-)



SIGNED by)
for and on behalf of)
ETC (HOLDINGS) LIMITED)
in the presence of:-)

