

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/31/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIELDTURF (IP) INC.	FORMERLY FIELDTURF INC.	01/31/2006	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	FIELDTURF TARKETT INC.
Street Address:	8088 Montview
City:	TMR-Montreal, Quebec
State/Country:	CANADA
Postal Code:	H4P 2L7
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	78763784	FIELDTURF
Serial Number:	78763828	ARTIFICIAL INTELLIGENCE
Serial Number:	78763823	DUOFILAMENT
Serial Number:	78736583	UNITED IN
Serial Number:	78736581	UNITED IN SPORT
Serial Number:	78686630	AUTHENTIC FIELDTURF
Serial Number:	78686628	CHILL FILL
Serial Number:	78661536	FIELDTURF 1 STAR
Serial Number:	78661534	1 STAR
Serial Number:	78638424	TURFIN' USA
Serial Number:	78638422	SAFETZONE
Serial Number:	78638420	DROP ZONE
Serial Number:	78629485	THE ENGINEERED SYSTEM

OP \$615.00 78763784

Serial Number:	78629482	THE COMPANY THAT REVOLUTIONIZED AN INDUSTRY
Serial Number:	78426202	PRESTIGE NORTH AMERICA
Serial Number:	78452509	ALWAYSGREEN TURF
Serial Number:	78413433	PURGRASS
Serial Number:	78329924	TUFF TILE
Serial Number:	78271582	FIELD CARE FIELDTURF APPROVED SERVICE
Serial Number:	76373887	THE GREATEST TURF ON EARTH
Serial Number:	76350708	E-TURF
Serial Number:	76331960	AIR FIELDTURF
Serial Number:	75943829	FIELDTURF
Serial Number:	75606362	LOOKS LIKE GRASS... FEELS LIKE GRASS... PLAYS LIKE GRASS!

CORRESPONDENCE DATA

Fax Number: (312)226-1919
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3122261818
Email: jmelket@factor-lake.com
Correspondent Name: Jody L. Factor
Address Line 1: 1327 W. Washington Blvd., Suite 5G/H
Address Line 4: Chicago, ILLINOIS 60607

ATTORNEY DOCKET NUMBER: FIELDTURF TRADEMARKS

DOMESTIC REPRESENTATIVE

Name: Jody L. Factor
Address Line 1: 1327 W. Washington Blvd., Suite 5G/H
Address Line 4: Chicago, ILLINOIS 60607

NAME OF SUBMITTER: Jody L. Factor

Signature: //jodyl.factor//

Date: 04/05/2006

Total Attachments: 3

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MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO AT THE CITY AND DISTRICT OF MONTREAL, PROVINCE OF QUEBEC, ON THE 31ST DAY OF JANUARY, 2006

BY AND BETWEEN: **FIELDTURF (IP) INC.**, a legal person, duly incorporated under the laws of Canada (herein referred to as the "CORPORATION"), or

PARTY OF THE FIRST PART

AND: **FIELDTURF TARKETT INC.**, a legal person, duly incorporated under the laws of Canada (herein referred to as the "SHAREHOLDER"), or

PARTIES OF THE SECOND PART

WHEREAS by resolution of the SHAREHOLDER of the CORPORATION dated the 31st day of January, 2006, it was resolved that the CORPORATION be voluntarily wound-up and dissolved in accordance with Subsection 210(3) of the *Canada Business Corporations Act* (the "Act");

WHEREAS the SHAREHOLDER is the beneficial owner of all the issued and outstanding shares in the capital stock of the CORPORATION and on distribution of the assets of the CORPORATION upon its dissolution, is entitled to all such assets;

WHEREAS the SHAREHOLDER has agreed to assume and discharge all liabilities, if any, of the CORPORATION and to assume all expenses in connection with the dissolution of the CORPORATION;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **THAT** the preamble shall form an integral part hereof.
2. **THAT** in consideration of the mutual promises contained herein, the CORPORATION hereby transfers, conveys and assigns unto the SHAREHOLDER, its successors and assigns, by way of liquidating dividend, all of its property and assets of every nature and kind whatsoever including, but without limiting the generality of the foregoing:
 - (a) All the property of the CORPORATION, moveable or immovable, real or personal, of every kind and wheresoever situate, including

any rights the CORPORATION may have to any freehold or leasehold property, or any leases and licenses to which the CORPORATION may be entitled,

- (b) All choses in action, including all the book and other debts due or accruing due to the CORPORATION and the full benefit of all securities for such debts and including all claims for refunds of income taxes and other amounts if any,
- (c) All cash on hand and in bank and all shares and other securities owned by the CORPORATION, and
- (d) The full benefit of any contract and engagements to which the CORPORATION may be entitled.

3. THAT the subject matter of this deed of transfer and assignment shall not include contracts, leases, licenses and other rights which would become subject to cancellation by another party or parties by reason of being transferred and assigned hereunder without the consent of such party or parties and the CORPORATION hereby covenants with the SHAREHOLDER that it will hold all such contracts, leases, licenses and other rights in trust for the SHAREHOLDER from and after the delivery of these presents and that it will transfer and assign to the SHAREHOLDER such contracts, leases, licenses and other rights upon the respective dates on which any necessary consents shall have been obtained.

4. THAT the SHAREHOLDER shall have and hold unto and to its use the said transferred property and assets and all rights, title and interest of the CORPORATION therein and thereto.

5. THAT this deed is intended to and shall operate as a transfer and assignment to the SHAREHOLDER of the said transferred property and assets as of and from the date first hereinabove mentioned (being the effective date of the wind-up and dissolution for the purposes of the Act) and the CORPORATION covenants with the SHAREHOLDER that it will sign, from time to time and at all times hereafter at the request of and at the cost of the SHAREHOLDER, all such documents and do all such other acts and things as counsel for the SHAREHOLDER may consider necessary or

desirable to more fully vest the said transferred property and assets in the SHAREHOLDER.

6. THAT the CORPORATION hereby irrevocably appoints the SHAREHOLDER its attorney to do, sign and execute all acts, deeds and assurances necessary or desirable for the purpose of vesting in the SHAREHOLDER, its successors and assigns, the property and assets hereby transferred.

7. THAT in consideration of the foregoing, the SHAREHOLDER hereby assumes, covenants and agrees with the CORPORATION to discharge or assume all liabilities, if any, now owing by the CORPORATION and covenants and agrees to assume all expenses in connection with the wind-up and the dissolution of the CORPORATION, whether the same be filing articles of dissolution or otherwise.

8. THAT the rights of the parties hereto and the provisions of this Agreement shall be interpreted and construed according to the laws of the Province of Québec.

9. THAT the parties hereto have requested that these presents and all court proceedings thereto related be drafted in English. Les parties aux présentes ont demandé à ce que cette entente et toutes les procédures judiciaires y afférentes soient rédigées en anglais

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date and at the place first herein above-mentioned.

FIELDTURF (IP) INC.

● Per:


John Gilman

PARTY OF THE FIRST PART

FIELDTURF TARKETT INC.

● Per:


John Gilman

PARTY OF THE SECOND PART