

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
FIELDTURF (IP) INC.		01/31/2006	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIELDTURF TARKETT INC.		
<b>Street Address:</b>	8088 Montview Road		
<b>Internal Address:</b>	TMR		
<b>City:</b>	Montreal		
<b>State/Country:</b>	QUEBEC		
<b>Postal Code:</b>	H4P 2L7		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2499265	LOOKS LIKE GRASS... FEELS LIKE GRASS...PLAYS LIKE GRASS!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)226-1919		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3122261818		
<b>Email:</b>	ysolis@factor-lake.com		
<b>Correspondent Name:</b>	FACTOR & LAKE, LTD.		
<b>Address Line 1:</b>	1327 W. Washington Blvd.		
<b>Address Line 2:</b>	Suite 5G/H		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60607		
<b>ATTORNEY DOCKET NUMBER:</b>	FIE-031212		
<b>NAME OF SUBMITTER:</b>	Jody L. Factor		
<b>Signature:</b>	//Jody L. Factor//		

OP \$40.00 2499265

Date:

02/18/2008

**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**

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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 immoveable, 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.

FIELDTURE (IP) INC.

Per: 

John Gilman

PARTY OF THE FIRST PART

FIELDTURE TARKETT INC.

Per: 

John Gilman

PARTY OF THE SECOND PART