

**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 Tarkett, Inc.		12/02/2008	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Luck Stone Corporation		
<b>Street Address:</b>	P.O. Box 29682		
<b>City:</b>	Richmond		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23242		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3524594	CLAYTECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(804)644-3643		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	804-344-8130		
<b>Email:</b>	jthomas@ip-counsel.net		
<b>Correspondent Name:</b>	John H. Thomas		
<b>Address Line 1:</b>	536 Granite Avenue		
<b>Address Line 4:</b>	Richmong, VIRGINIA 23226		
<b>ATTORNEY DOCKET NUMBER:</b>		LUCK 17	
<b>NAME OF SUBMITTER:</b>		John H. Thomas	
<b>Signature:</b>		/John H. Thomas/	
<b>Date:</b>		12/03/2008	

OP \$40.00 3524594

Total Attachments: 2  
source=assignment#page1.tif  
source=assignment#page2.tif

## TRADEMARK ASSIGNMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, and the payments identified in the attached **SCHEDULE A**, the sufficiency of which is hereby acknowledged, **FIELDTURF TARKETT, INC.**, a Canadian Corporation, having a principal place of business at 8088 Montview Road, Montreal, Quebec (hereinafter referred to as "ASSIGNOR") hereby transfers, assigns, and conveys to **LUCK STONE CORPORATION, d/b/a LEE TENNIS**, located at P.O. Box 296, Richmond, Virginia (hereinafter referred to as "ASSIGNEE"), ASSIGNOR's entire right, title and interest in and to, as well as the goodwill of, the following trademark registrations/applications for the mark "CLAYTECH:"

- U.S. Serial No. 77/008,397, filed September 27, 2006;
- Canadian Application No. 1316259, filed September 13, 2006; and  
European Community Trademark No. 5412093, Issued January 3, 2008.

together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future. Together with ASSIGNOR's entire right, title and interest in, as well as the goodwill of the business associated with the above trademark rights being assigned to ASSIGNEE, are any and all rights and privileges in the United States as well as throughout the entire world associated with same, including the right to sue for any and all past infringement which may have occurred at any time up to the date of this present TRADEMARK ASSIGNMENT AGREEMENT.

ASSIGNOR hereby covenants and warrants that it has the full right to convey the above-described right, title and interest by this instrument, free of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

ASSIGNEE hereby agrees to promptly pay to ASSIGNOR the payments identified in SCHEDULE A. In the event that ASSIGNEE fails to timely perform its obligations in accordance with Schedule A, and such an obligation is not cured within thirty (30) days after delivery of a written notice thereof from ASSIGNOR, any and all rights granted by this Assignment Agreement shall automatically revert back to ASSIGNOR, its successors, and/or assigns. Notwithstanding the foregoing, the reversion of rights shall not release Assignee of its payment obligations and shall not include any liability, of any kind, associated with Assignee's use of the assigned trademarks hereunder.

ASSIGNEE additionally agrees that it shall treat Schedule A and its contents as confidential and shall not record Schedule A as part of any trademark recordation process.

ASSIGNOR: **FIELDTURF TARKETT, INC.**

Dated: 2 Dec, 2008

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE: **LUCK STONE CORPORATION, d/b/a  
LEE TENNIS**

Dated: NOVEMBER 13, 2008

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_