

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

10-28-1999



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U.S. Department of Commerce
Patent and Trademark Office

PATENT

RECORDATION FORM COVER SHEET
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☒ New

☐ Resubmission (Non-Recordation)

Document ID#

☐ Correction of PTO Error

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Conveyance Type

☒ Assignment

☐ Security Agreement

☐ License

☐ Change of Name

☐ Merger

☐ Other

U.S. Government

(For Use ONLY by U.S. Government Agencies)

☐ Departmental File

☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1) Fiber Products Company, L.L.C.

Name (line 2)

Execution Date
Month Day Year
August 25, 1999

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Terra-Mulch Products, L.L.C.

Name (line 2)

☐ 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 is attached.
(Designation must be a separate document from Assignment.)

Address (line 1) 750 Lake Cook Road

Address (line 2)

Address (line 3)

Buffalo Grove

City

IL

State/Country

60089

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

10/27/1999 NTHA11 00000221 5729782

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160.00

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Mail documents to be recorded with required cover sheet(s) information to:

Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 010327 FRAME: 0464

Correspondent Name and Address

Area Code and Telephone Number

(312) 715-4544

Name John E. Hyatt

Address (line 1) Altheimer & Gray

Address (line 2) 10 S. Wacker Drive - Suite 4000

Address (line 3) Chicago, IL 60606

Address (line 4)

Pages

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

4

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

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

Patent Application Numbers

Patent Number(s)

5,779,782	5,916,027	
5,741,832		
5,942,029		

If this document is being filed together with a new Patent Application, enter the date the patent application was
signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties

Enter the total number of properties involved.

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 160.00

Method of Payment:

Deposit Account

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

Enclosed ☒Deposit Account ☐

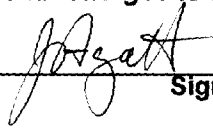
Deposit Account Number:

011,156

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.*John E. Hyatt
Name of Person Signing
SignatureOctober 22, 1999
Date

**ASSIGNMENT OF UNITED STATES
PATENTS**

WHEREAS, Fiber Products Company, L.L.C. a limited liability company organized and existing under the laws of the State of Tennessee, having a place of business at 60 Davy Crockett Park Road, Limestone, Tennessee 37681, ("ASSIGNOR"), is the owner of certain United States patents identified in Exhibit A attached hereto and by this reference incorporated herein (the "Patents");

WHEREAS, pursuant to that certain agreement entitled, "Asset Purchase Agreement," entered into as of August 24, 1999 by and among ASSIGNOR, Tennessee Cellulose, Inc., Billy Spittle and Kevin Enterprises, Inc., Kevin Spittle, Gary Bowers, and Profile Products, L.L.C. ("Profile"), as assigned by Profile to Terra-Mulch Products, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware ("ASSIGNEE"), ASSIGNOR has agreed to assign to ASSIGNEE its entire rights, title and interests in and to the Patents; and

WHEREAS, in order to effectuate ASSIGNOR's assignment of its entire rights, title and interests in and to the Patents to ASSIGNEE, ASSIGNOR is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer to ASSIGNEE, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Patents, and the inventions disclosed and claimed therein, and any continuations, continuations-in part and/or any divisional applications thereof (said applications to be included within the meaning of the term Patent, as used herein) and any patents which may be granted on the Application, or any of them ("Future Patents"), and any reissue applications pertaining to any of the Future Patents, and any reissued Future Patents granted on such reissue applications, and any re-examinations of any of the Future Patents, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment and for the use and enjoyment of its successors, assigns, and legal representatives, to the end of the terms for which the Future Patents are or may be granted or reissued. The foregoing assignment includes any and all causes of action and claims for damages by reason of infringement of the Future Patents, or any of them, together with the right to sue for and collect the same for ASSIGNEE's own use, benefit and enjoyment, and for the use, benefit and enjoyment of its successors, assigns and legal representatives.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish ASSIGNEE as owner of record of the Patents and Applications, and the inventions disclosed and claimed therein in the United States.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office so that ASSIGNEE's ownership of the Future Patents and Application, and the inventions disclosed and claimed therein, is duly made of record in the United States.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

Fiber Products Company, L.L.C.

Dated: August 25, 1999

By:



Gary Bowers

Chief ~~Managing Partner~~

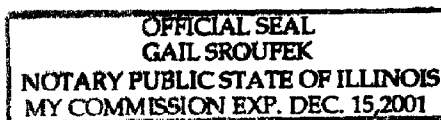
MANAGER

State of IL)
) SS
County of Cook)

On this 25 day of August, 1999, before me, Gail Sroufek,
the undersigned Notary Public, personally appeared Gary Bowers
/ personally known to me OR
_____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument, and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Gail Sroufek
Notary's Signature



SCHEDULE A**Pending United States Patent Application**

Inventor	Title	Owner	Issued Date	Patent No.
Kevin Spittle	Mechanically Bonded Fiber Mulch and Process for Producing Same	Fiber Products Company, L.L.C.	07/14/98	5,779,782
Kevin Spittle	Mechanically Bonded Fiber Mulch and Process for Producing Same	Fiber Products Company, L.L.C.	04/21/98	5,741,832
Kevin Spittle	Mechanically Bonded Fiber Mulch	Fiber Products Company, L.L.C.	08/24/99	5,942,029
Kevin Spittle	Mulch Flakes for Turf Grass Establishment	Fiber Products Company, L.L.C.	06/29/99	5,916,027