

10-19-2000



101491674

RECORDATION FORM COVER SHEET  
PATENTS ONLY

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 ☐ Security Agreement  
☐ License ☐ Change of Name  
☐ Merger ☒ Other  Assignment of Security  
U.S. Government Agreement  
(For Use ONLY by U.S. Government Agencies)  
☐ Departmental File ☐ Secret File

MED  
10-3-00

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year  
12 23 99

Name (line 1) Turf Systems International, Inc.

Name (line 2)

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) Greenfield N.W. Holdings, Inc.

Name (line 2)

Address (line 1) 14231 Lake Road, Suite 300

Address (line 2)

Address (line 3) Lynnwood

City

Washington

State/Country

98037

Zip Code

☐ 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.)

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

10/18/2000 MTHAI1 00000042 07902147

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440.00 DP

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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: 011159 FRAME: 0086

**Correspondent Name and Address**Area Code and Telephone Number **206-340-9625**Name **Michael Tobiason**Address (line 1) **Graham & Dunn**Address (line 2) **1420 Fifth Avenue, Suite 3300**Address (line 3) **Seattle, WA 98101-2390**

Address (line 4)

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

#

**5****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 Number(s)****07902147****09071650****5489317****08078624****09110881****5586408****08964942****09074338****5850708**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 **US 93/05963**

PCT

PCT

PCT **US 97/20095**

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

#

**11****Fee Amount**Fee Amount for Properties Listed (37 CFR 3.41): \$ **440.00**

Method of Payment:

Deposit Account

Enclosed ☒Deposit Account ☐

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

Deposit Account Number:

# **07-1847**

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.*

**Michael Tobiason**

Name of Person Signing

Signature

**10/2/00**

Date

## ASSIGNMENT OF SECURITY AGREEMENT

This ASSIGNMENT OF SECURITY AGREEMENT ("Agreement") is entered into as of this 23rd day of December, 1999 between Turf Systems International, Inc., a Washington corporation ("Assignor"), and Greenfield N.W. Holdings, Inc., a Washington corporation ("Assignee").

### Recitals

- A. Assignor and Assignee have entered into an Agreement and Plan of Reorganization dated as of December 23, 1999 (the "Reorganization"), pursuant to which Assignor has agreed to transfer all of its Assets, as defined in the Reorganization, to Assignee.
- B. Assignor entered into a Security Agreement with Turf Stabilization Technologies, Inc., an Ohio corporation ("TST"), dated as of January 20, 1999 ("Security Agreement"), a copy of which is attached hereto, pursuant to which Assignor was granted a security interest in the Collateral, as described in the Security Agreement.
- C. Pursuant to the Reorganization, Assignor wants to transfer all of its rights, title and interest in the Security Agreement and the Collateral to Assignee, and Assignee wants to assume all rights, privileges, powers, remedies, and obligations of Assignor under the Security Agreement and to the Collateral.

### Agreement

The parties hereby agree as follows:

1. Assignment of Rights.

Assignor hereby assigns all of its right, title and interest in the Security Agreement and the Collateral to the Assignee.

2. Assumption of Obligations.

Assignee hereby assumes any and all rights, privileges, powers, remedies, and obligations of Assignor under the Security Agreement and with respect to the Collateral.

3. Financing Statements.

Assignor hereby agrees to execute such financing statements, amendments, applications for registration, other forms under the Uniform Commercial Code or Personal Property Security Act, and like documents with the U.S. Patent and Trademark Office, and any other documents or statements required for perfection of the Assignee's interests hereunder in the United States and foreign countries, as Assignee may reasonably request in order to perfect its security interest in the Collateral.

4. Release of Security Interest in License Agreement. Assignor hereby releases and Assignee hereby waives any and all security interests Assignor may hold in or to the License Agreement between Assignor and SportGrass, Inc. dated as of January 19, 1995.

5. Power of Attorney.

TST hereby constitutes and appoints Assignee the true and lawful attorney of TST, with full power of substitution, in the name of TST or Assignee, but on behalf of and for the benefit of Assignee: (i) to demand and receive from time to time any and all the rights, privileges, powers, remedies, and obligations of TST under the Security Agreement, and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Security Agreement and the Collateral; (iii) to defend or compromise any or all actions or proceedings with respect to the Security Agreement and the Collateral, and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as Assignee shall deem desirable. Assignee shall indemnify and hold harmless TST from any and all losses caused by or arising out of any violation of law by Assignee in its exercise of such power of attorney.

6. Miscellaneous Provisions.

- (a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No third party is intended to be a beneficiary of this Agreement.
- (b) The validity of this Agreement, its construction, interpretation and enforcement, and the rights of the parties hereto, shall be determined under and according to the laws of the State of Washington.
- (c) If any subsequent action at law or in equity is necessary to enforce or interpret the terms of this Agreement or to protect the rights obtained hereunder, the prevailing party shall be entitled to reasonable attorneys' fees, costs and disbursements in addition to any other relief to which it may be entitled.
- (d) This Agreement cannot be changed or terminated orally. All prior agreements, understandings, representation, warranties and negotiations, if any, are merged into this Agreement, and this Agreement constitutes the entire Agreement between Assignor and Assignee.

[SIGNATURES ON NEXT PAGE]

The parties hereto have executed this Agreement as of the day and year first written above.

**ASSIGNOR:**

**Turf Systems International, Inc.**

By: \_\_\_\_\_

Jerry G. Bergevin, President

**ASSIGNEE:**

**Greenfield N.W. Holdings, Inc.**

By: \_\_\_\_\_

Jerry G. Bergevin, President

The undersigned corporation hereby consents to the assignment of all of Turf Systems International, Inc.'s rights, title and interest in the Security Agreement dated as of January 20, 1999 and the Collateral, as described in the Security Agreement, to Greenfield N.W. Holdings, Inc., and further consents to the grant of the power of attorney to Greenfield N.W. Holdings, Inc. as provided in Paragraph 4 above.

**Turf Stabilization Technologies, Inc.**

By: \_\_\_\_\_

Joseph E. Motz, President

The parties hereto have executed this Agreement as of the day and year first written above.

**ASSIGNOR:**

**Turf Systems International, Inc.**

By: \_\_\_\_\_  
Jerry G. Bergevin, President

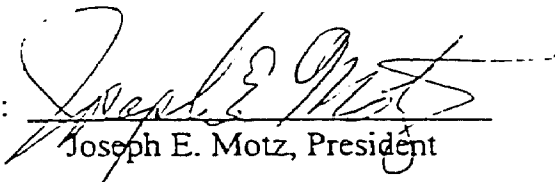
**ASSIGNEE:**

**Greenfield N.W. Holdings, Inc.**

By: \_\_\_\_\_  
Jerry G. Bergevin, President

The undersigned corporation hereby consents to the assignment of all of Turf Systems International, Inc.'s rights, title and interest in the Security Agreement dated as of January 20, 1999 and the Collateral, as described in the Security Agreement, to Greenfield N.W. Holdings, Inc., and further consents to the grant of the power of attorney to Greenfield N.W. Holdings, Inc. as provided in Paragraph 4 above.

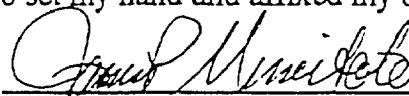
**Turf Stabilization Technologies, Inc.**

By:   
Joseph E. Motz, President

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF HAMILTON        )

On this day 22nd day of December, 1999, before me personally appeared Joseph E. Motz, to me known to be the President of Turf Stabilization Technologies, Inc., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument, and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



(Signature)

James P. Minuto

(Please print name legibly)

NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_



JAMES P. MINUTOLO, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration  
date, Section 147.03 O.R.C.