

05-07-2001

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101703535

Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 04/25/01

Mark H. Nicholls, Sidney O. Nicholls and
Douglas L. Pullin

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

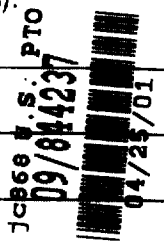
Name: TurfStore.com Inc.

Internal Address: _____

Street Address: 237 Boling Industrial Way

City: Calhoun State: GA ZIP: 30701

Additional name(s) & address(es) attached? Yes No



3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: April 18, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: April 18, 2001

A. Patent Application No.(s)

B. Patent No.(s)

05/02/2001 E44111 00000031 09844237
04 00.00

09/84437

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rowland Richards, Esq.
Intellectual Property Group
Internal Address: Phillips, Lytle, Hitchcock,
Blaine & Huber LLP

Street Address: 3400 HSBC Center

City: Buffalo State: NY ZIP: 14203

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):..... \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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9. 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.

Rowland Richards, Reg. No. 42,104
Name of Person Signing

Rowland Richards
Signature

April 25, 2001
Date

Total number of pages per filing cover sheet: 1

REEL: 011749 FRAME: 0697

ASSIGNMENT

WHEREAS, WE, MARK H. NICHOLLS, of 19 Madison Court East, Welland, Ontario, Canada L3C 7G3, SIDNEY O. NICHOLLS, of 3725 Canboro Road, Fenwick, Ontario, Canada L0S 1C0 and DOUGLAS L. PULLIN, of 2057 Regional Road 81, St. Catharines, Ontario, Canada L2R 6P7, have invented certain new and useful improvements in an OPTICALLY MARKED SURFACE, for which we are about to make application for Letters Patent of the United States; and

WHEREAS, TURFSTORE.COM INC., a Delaware corporation, of 237 Boling Industrial Way, Calhoun, Georgia 30701, is desirous of acquiring an interest in the said invention and application, and in any Letters Patent that may be granted therefor:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration to us in hand paid, the receipt whereof is hereby acknowledged, we have assigned, sold and set over, and do hereby assign, sell and set over, unto the said TURFSTORE.COM INC., the full and exclusive right, title and interest in and to the said invention and application for the United States and all foreign countries, as fully set forth and described in the specification prepared and executed by us on the 18th day of APRIL, 2001, preparatory to obtaining Letters Patent therefor; said invention, application and any Letters Patent to be held and enjoyed by the said TURFSTORE.COM INC.; for its own use and behoof, and for its successors and assigns, to the full end of the term for which any Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment not been made.

AND WE do hereby authorize and request the Commissioner of Patents and Trademarks to issue the said Letters Patent to the said TURFSTORE.COM INC., as the assignee of the entire right, title and interest thereto.

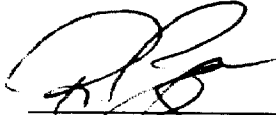
AND WE agree to sign and properly execute such necessary and lawful papers for filing continuations and divisions of said application for patent, for interference or proceedings, and for obtaining any reissue or reissues of any Letters Patent that may be granted for our aforesaid invention, as the assignee thereof shall hereafter require and prepare at its own expense.

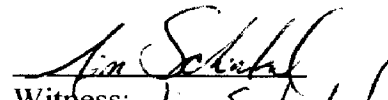
AND WE do further understand that in executing this document, we are transferring our entire interest in and to said invention and application(s) to the assignee hereof, and that the attorney(s) that we have appointed in said application(s) also represent the assignee and any co-inventor(s) identified in said application(s). We consent to such multiple representation for the purpose of prosecuting said application(s), and do hereby authorize said attorney(s) to take all future instructions from the assignee. We are unaware of any potential interest that we may have that differs from, or is adverse to, that of the assignee with respect to the prosecution of this application(s), and we further acknowledge that, prior to executing this document, we did not seek or obtain any legal

advice from said attorney(s) with respect to this assignment, and that we had been informed of our right to seek independent counsel of our own choosing and at our own personal expense.

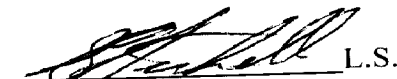
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this 18 day of April, 2001.

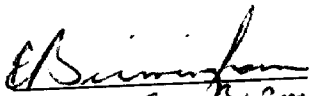

Mark H. Nicholls

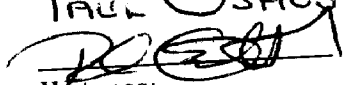

Witness: Ralph Buerger
Dated: April 18, 2001


Witness: Jim Schinkel
Dated: April 18, 2001

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this 18 day of APRIL, 2001.

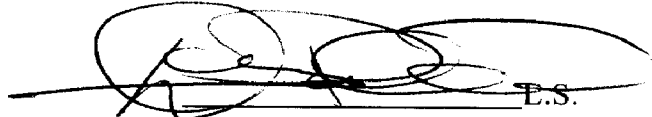

Sidney O. Nicholls


Witness: E. Birmingham
Dated: April 18, 2001

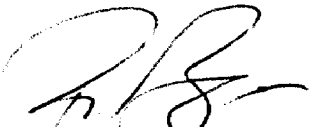
PAUL OSHUST

Witness: Paul Oshust
Dated: APRIL 18-01, 2001

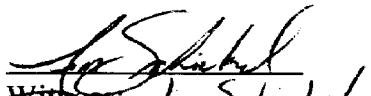
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal

this 18th day of APRIL, 2001.



Douglas L. Pullin


Witness: Ralph Buerger
Dated: April 18, 2001


Witness: Jim Schinkel
Dated: April 18, 2001

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