

10240

ASSIGN

10-24-2001



COVER SHEET

Patents Only

THREE of FOUR

To the Honorable Commission
Please record the attached original

101884569

Attorney Dkt. No.: 040828-240027

1. Name of conveying party(ies): 10-24-01
Fiducie Alain Lemieux and Seymour Tomarin Trust
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Helmsley Barbados Trust
2002 Worthy Down, Graeme Hall
Christ Church, Barbados W.I.
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Nunc Pro Tunc as of 7-4-2001
 Merger
 Security Agreement
 Change of Name
 Other _____
Execution Date: October 15, 2001

4. Application Nos. 09/445617 and 09/445618 Patent Nos. U.S. 5,356,344 and 5,373,667
If this document is being filed together with a new application, the execution date of the application is: _____
Additional numbers attached? Yes No **400**

5. Name and address of party to whom correspondence concerning document should be mailed:
CUSTOMER NO. 00826
ALSTON & BIRD LLP
Bank of America Plaza
101 South Tryon Street, Suite 4000
Charlotte, NC 28280-4000

6. Total number of applications and patents involved:
Two (2) applications and Two (2) Patents

7. Total fee (37 CFR 3.41) \$160.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 16-0605

DO NOT USE THIS SPACE

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.*

Edward M. Prince
Name of Person Signing: Edward M. Prince
Reg. No. 22,429

Oct 24, 2001
Date

Total number of pages including cover sheet, attachments, and document: 6

CLT01/4502634v1
10/24/2001 6TOM11 00000248 09445617
01 FC:581 160.00 00

PATENT
REEL: 012263 FRAME: 0435

NUNC PRO TUNC ASSIGNMENT

THIS ASSIGNMENT, made by **FIDUCIE ALAIN LEMIEUX** and **SEYMOUR TOMARIN TRUST**, citizens of Canada both having addresses at 1751, Richardson, Suite 3147, Montreal, Quebec, Canada H3K 1G6, hereinafter referred to as Assignors;

WITNESSETH: That,

WHEREAS, as shown by the records of the United States Patent and Trademark Office, Assignors were formerly the exclusive and record owners of all right, title, and interest in and to the United States patents and patent applications identified on the attached Schedule and in and to the inventions represented thereby (all hereinafter referred to as the "Patents and Applications"); and,

WHEREAS **HELMSLEY BARBADOS TRUST**, a citizen of the West Indies, having an address at 2002, Worthy Down, Graeme Hall, Christ Church, Barbados W.I., hereinafter referred to as Assignee, has acquired and purchased from ASSIGNORS the entire right, title, and interest in and to said Patents and Applications listed in Schedule "A", effective July 4, 2001 and is desirous of confirming that it has done so,

WHEREAS, the parties desire to confirm and perfect the sale of said United States Patents and Applications effective July 4, 2001;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above ASSIGNORS hereby acknowledge and confirm that effective July 4, 2001, they have sold, transferred and assigned to said ASSIGNEE, and its successors, their entire right, title, and interest in and to said Patents and Applications and the inventions represented thereby, and any and all continuations, continuations-in-part, or divisions thereof, and any and all Letters Patent or reissues, reexaminations, or extensions thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim priority in all foreign countries in accordance with the International Convention; and all of their rights to sue for past infringement of said Patents, together with all claims for damage by reason of past infringement of said Patents, with the right to sue for, and collect the same for Assignee's own use and enjoyment; all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS if this assignment and sale had not been made.



From time to time after the date hereof, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

The Assignors further covenant and agree that, at the time of the execution and delivery of these presents, they possess full title to the inventions and Patents and Applications therefor as earlier identified, and that they have the unencumbered right and authority to make this assignment.

IN WITNESS WHEREOF, the Assignors have caused this assignment to be executed this 15th day of October, 2001.

By: 
Fiducie Alain Lemieux


Witness:


Witness:

By: 
Seymour Tomarin Trust


Witness:


Witness:

SCHEDULE "A"

<u>Patent</u>	<u>Application No.</u>	<u>Filed</u>
Synthetic Turf Game Surface	09/445617	December 8, 1999
Method for forming Synthetic Turf Game Surface	09/445618	December 8, 1999

<u>Patent</u>	<u>Letters Patent</u>	<u>Issued</u>
Synthetic turf, method of making thereof, border strip for small size golf and understructure for artificial large size golf	5,356,344	October 18, 1994
Synthetic turf, method of making thereof, border strip for small size golf and understructure for artificial large size golf	5,373,667	December 20, 1994

A handwritten signature in black ink, consisting of a large, stylized initial 'R' followed by a smaller, less distinct signature.