

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Southwest Recreational Industries, Inc.	04/07/2004
RECEIVING PARTY DATA	
Name:	Textile Management Associates, Inc.
Street Address:	1906 South Hamilton Street
City:	Dalton
State/Country:	GEORGIA
Postal Code:	30720
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	4896404
Patent Number:	5102482
Patent Number:	6070824
Patent Number:	6432505
Patent Number:	6299959
Patent Number:	5456566
CORRESPONDENCE DATA	
Fax Number:	(423)785-8480
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	423-785-8295
Email:	pliner@millermartin.com
Correspondent Name:	Patricia P. Liner
Address Line 1:	Suite 1000 Volunteer Building
Address Line 2:	832 Georgia Avenue
Address Line 4:	Chattanooga, TENNESSEE 37402
NAME OF SUBMITTER:	Patricia P. Liner

CH \$240.00 4896404

PATENT

Total Attachments: 10

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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS ("Assignment") is made as of April 7, 2004, by and between SOUTHWEST RECREATIONAL INDUSTRIES, INC., a Texas corporation, ("Assignor"), on the one hand, and TEXTILE MANAGEMENT ASSOCIATES, INC., a Georgia corporation ("Assignee"), on the other hand.

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated April , 2004, as amended (the "Purchase Agreement"), pursuant to which Assignee is to acquire certain intellectual property assets and associated goodwill of Assignor as described in the Purchase Agreement;

WHEREAS, Assignor is the owner of certain Patents and Patent Applications (as set forth in Schedule A) which it desires to assign to Assignee; and

WHEREAS, Assignee desires to accept such assignment of Patents and Patent Applications.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, including said Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the Patents and Patent Applications listed on Schedule A and to the improvements and inventions disclosed in said Patents and Patent Applications throughout the world, and all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part and extensions thereof, including the right to file applications and obtain patents, utility models, industrial models and designs for said inventions and improvements in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said inventions in appropriate registries. Assignor authorizes and requests the Commissioner of Patents and Trademarks to issue all patents on said applications or applications resulting therefrom to said Assignee, as assignee of the entire interest; and it agrees that it will communicate to said Assignee, or its representatives any facts known to it respecting said improvements and inventions, and, at Assignee's expense, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid said Assignee, its successors, assigns and nominees, to obtain and enforce proper protection for said patents and applications in all countries, and asserts that it will not execute any agreements inconsistent therewith.

2. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Georgia.

3. Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of

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Assignor or Assignee contained in the Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.


4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

[signatures on next page]

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Executed this _____ day of April, 2004.


SOUTHWEST RECREATIONAL INDUSTRIES, INC.

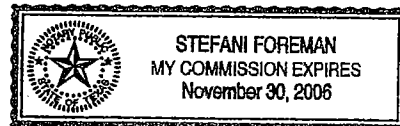
By: 
Name: Thomas S. Paccioretti
Title: Chief Restructuring Officer

STATE OF
COUNTY OF

On this ___ day of April 2004, before me, a Notary Public in and for the State and County
foresaid, personally appeared Thomas S. Paccioretti known by me to be the person above named
and an officer of Southwest Recreational Industries, Inc., duly authorized to execute this
Assignment of Patents on behalf of Southwest Recreational Industries, Inc., who signed and
executed the foregoing instrument on behalf of Southwest Recreational Industries, Inc.

Notary Public My Commission Expires: 11-30-06


STEFANI FOREMAN



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Schedule A

Patents and Patent Applications

ATL01/11630652v2

PATENT
REEL: 015552 FRAME: 0719

Turf Patents		In-Licenses
Reg. or App. #	Patent	Product
10287764	Improved Sports Playing Surfaces for Realistic Game Play	Turf - Not in Use
10272197	Composite Backing for Stabilized Carpet	AstroPlay and AstroLawn
09/808,703	Horizontally Draining, Pre-Engineered Synthetic Turf Field	Turf Component
6,242,062	Combined Turf	Combo Synthetic and Natural Turf
8,401,001	Artificial Turf System	NeXTurf
6,372,310	Combined and Stabilized Turf for an Athletic Field	Combo Synthetic and Natural Turf
4,537,942	Synthetic Grass P laying Field	Natural Turf
4,896,404	Closure Device for Artificial Turf Sections	Turf Installation Tool - Zippers
4,948,779	Drainable Artificial Turf Assembly and Field	Turf Component
5,396,487	Method for Making a Water Permeable Laminated Textile Product	Turf Manufacturing
5,102,482	Method for Making a Water Permeable Laminated Textile Fabric Product	Contract Coating
6,070,824	Improved Method and Apparatus for Manipulating Large Sections of Artificial Turf	Magic Carpet Convertible Turf
6,432,505	Diamond Cross Section Synthetic Turf Filament	AstroTurf
6,299,959	Filled Synthetic Grass	AstroPlay
		FIFA Recommended

General		In-Licenses
Reg. or App. #	Patents	Product
5,456,566	System and Method for Transporting Gymnasium Floor Covering	Installation Tool
10282591	Polyurethane System and Application Thereof (1:1 binder)	
n/a	Thick Center Section Monofilament (D-42 Monofilament Yam)	
4,497,853	Improved Silt Film Synthetic Turf (pre-fibrillated patent)	
4,588,189	Synthetic Turf Carpet Game Playing Surface	
5,527,128	Manipulating Large Sections of Artificial Turf Ground Covering	
5,833,386	Modular Roll-Out Portable Floor and Walkway	
08/547,800	Modular Roll-Out Portable Floor and Walkway	
6,032,428	Modular Roll-Out Portable Floor for Ice Surfaces	
6,491,991	Artificial Turf System ("NexTurf")	

Exceptions to Ownership

Patents

An Assignment of Chilean Patent Reg. No. 38,576 from AstroTurf Industries, Inc. to Southwest Recreational Industries, Inc. has been filed in the Chilean Patent Office, but no notice of recordation has yet been received.

An Assignment of Italian Patent Reg. No. 22619BE/89 from AstroTurf Industries, Inc. to Southwest Recreational Industries, Inc. has been filed in the Italian Patent Office, but no notice of recordation has yet been received.

A fully legalized Assignment of Venezuelan Patents, Reg. Nos. 49,141 and 49,298 from AstroTurf Industries, Inc. to Southwest Recreational Industries, Inc. was filed in the Venezuelan Patent Office on 12/10/98, but no notice of recordation has yet been received.

An assignment of Venezuelan Patent Application No. 0063 61.90 (Reg. No. 53,560) from AstroTurf Industries, Inc. to Southwest Recreational Industries, Inc. was filed in the Venezuelan Patent Office on 12/10/98, but no notice of recordation has yet been received.

Patent Applications

Except as noted above, all listed patent applications are filed in the name of Southwest Recreational Industries, Inc.

Title	Country	Filing Date	Application Serial No.	Status
Combined Turf	Canada	12/1/97	2,285,639	Awaiting first Office Action; annuity due 12/1/03

Title	Country	Filing Date	Application Serial No.	Status
Horizontally Draining, Pre-Engineered Synthetic Turf Field	WIPO	2/12/02	PCT/US02/04225	30-month deadline to enter national phase 9/14/03
Artificial Turf System	Australia	2/13/01	2001238195	Request for Examination and first annuity due 2/13/06
Artificial Turf System	Canada	2/13/01	2400009	Awaiting first Office Action; annuity due 2/13/04
Artificial Turf System	China	8/14/02	01805015.8	Awaiting first Office Action; deadline to amend application 7/12/03; instructed associate to file for Hong Kong protection on 5/15/03
Artificial Turf System	EPO	2/13/01	01910604.6	Annuity due 2/13/04
Artificial Turf System	Japan	8/13/02 559938	2001-	Request for Examination due 2/13/08
Artificial Turf System	South Korea	8/12/02 7010430	102002-	Request for Examination due 2/13/06
Artificial Turf System	Mexico	8/14/02	2002/00787 9	Awaiting first Office Action
Artificial Turf System	Russia	2/13/01	2002124588	Awaiting first Office Action; annuity due 2/13/04
Combined Turf	Japan	10/11/02	3359041	Annuity due 10/11/05

Title	Country	Filing Date	Application Serial No.	Status
Combined Turf	Australia	12/1/97	730960	Annuity due 12/1/03
Combined Turf	Netherlands	7/2/98	1004656	Annuity due 11/29/03
Horizontally Draining Pre-engineered Synthetic Turf Field	Canada	9/10/03	2,440,483	Awaiting first office action, annuity due 2/12/05
Horizontally Draining Pre-engineered Synthetic Turf Field	Japan	9/12/03	2002-574438	Request for examination due 2/12/05
Artificial Turf System	Hong Kong	9/3/03	03106275.0	Dependent upon outcome of Chinese application (annuity due 2/13/09)

Title	Country	Filing	Application	Status
Drainable Artificial Turf Assembly And Field	Argentina		245,522	Annuities 2/28; Next 2/28/04
System And Method For Converting Synthetic Turf Surfaces From One Condition To Another	Canada		1,104,600	Expired 7/6/98
Manipulating Large Sections of Artificial Turf By Means Of Low Pressure Air	Canada		1,201,618	Expired 3/10/03
System And Method For Converting Synthetic Turf Surfaces From One To Another Condition	Canada		1,124,274	Expired 5/24/99
Unitary Shock-Absorbing Polymeric Pad For Artificial Turf	Canada		1,229,854	Expires 12/1/04

Title	Country	Filing	Application	Status
Artificial Turf Playing Fields	Canada		1,231,802	Expires 1/26/05
Manipulating Large Sections of Artificial Turf	Canada		1,238,810	Expires 7/5/05
Artificial Turf Systems	Canada		1,338,810	Annuities 12/24; Next 12/24/04
Tennis Court Surface	Canada		1,147,362	Expired 5/31/00
Simulated Grass Playing Field Surface	Canada		1,182,485	Expired 2/12/02
Synthetic Grass Playing Field Surface	Canada		1,235,160	Expires 4/12/05
Drainable Artificial Turf Assembly	Chile		38,576	Expires 5/6/08
System And Method For Transporting Gymnasium Floor Covering	France		93-15595	Expired 12/23/99
Artificial Turf Plain Fields	France		140,868	Expires 10/29/10
Drainable Artificial Turf Assembly And Field	India		175,819	Renewal Annually 7/24; Next 7/24/04
Artificial Turf Playing Fields	Italy		22619BE/8 9 (EPO 140868)	Patent expires 10/29/04.
Unitary Shock-Absorbing Polymeric Pad For Artificial Turf	Japan		1,731,938	Expires 8/10/04
Manipulating Large Sections of Artificial Turf	Japan		1,736,607	Annuities 3/24; Next 3/24/05
Improved Method and Apparatus for Manipulating Large Sections of Artificial Turf	Japan		Filed 9/18/97 based on US Provisional filed 9/18/96	Pending

Title	Country	Filing	Application	Status
Drainable Artificial Turf Assembly And Field	Malaysia		MY-107304A	Annuities 10/31; Next 10/31/04
Manipulating Large Sections of Artificial Turf	Mexico		172,619	Maintenance payment due 1/1/06
Drainable Artificial Turf Assembly And Field	Mexico		173,836	Maintenance payment due 1/1/06
Artificial Turf Playing Fields	New		210,023	Expires 10/29/04
Artificial Turf Assembly	Pakistan		132,110	Annuity due 7/9/04
Manipulating Large Sections Of Artificial Turf	Venezuela		49,141	Expired 2/4/03
Artificial Turf Systems	Venezuela		49,298	Expired 7/29/03
Drainable Artificial Turf Assembly and Field	Venezuela		53,560	None. All annuities paid until expiration.