

02-11-2005

Form PTO-1595

RECOR



JET

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

2-9-05

U. S. Patent & Trademark Office

OMB No. 065-0011 (exp. 4/94)

102939307

To The Honorable Commissioner of Patents and Trademarks, I hereby record the attached original document(s) or copy(ies) thereof.

<p>1. Name of conveying party(ies):</p> <p>Greenfield N.W. Holdings, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>3. Name and address of receiving party(ies):</p> <p>Name: <u>Turf Stabilization TEchnologies, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>3607 Church Street, Suite 300</u></p> <p>City: <u>Newtown</u> State: <u>OH</u> Zip Code: <u>44244</u></p> <p>Country: <u>USA</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>2. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input checked="" type="checkbox"/> Other <u>Satisfaction and Release of Security</u></p> <p>Execution Date: <u>December 14, 2004</u></p> <p>copy attached, original retained</p>	

4. Application number(s) or patent number(s): (see attached Exhibit A)

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

A. Patent Application No(s). _____ B. Patent No(s). _____

Additional numbers attached? ☐ Yes ☒ No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Thomas J. Burger</u></p> <p>Internal Address: <u>Wood, Herron & Evans, L.L.P.</u></p> <p><u>2700 Carew Tower</u></p> <p>Street Address: <u>441 Vine Street</u></p> <p>City: <u>Cincinnati</u> State: <u>Ohio</u> Zip: <u>45202</u></p>	<p>6. Total number of applications and patents involved: <u>11</u></p> <p>7. Total fee (37 CFR 33.41): \$ <u>440.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account if deficiencies occur</p> <p>8. Deposit Account number: <u>23-3000</u></p> <p>(Attach duplicate copy of this page is paying by deposit account)</p>
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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.

Thomas J. Burger

Name of Person Signing

Thomas J. Burger

Signature

2-3-05

Date

Total number of pages including cover sheet, attachments, and document: 11

02/10/2005 ECOOPER 00000360 07902147

01 FC:8021

440.00 DP

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services, Commissioner for Patents,

P.O. Box 1450, Alexandria, VA 22313-1450

PATENT

REEL: 016237 FRAME: 0075

EXHIBIT A

PATENT PROPERTIES NO LONGER SUBJECT TO
SECURITY INTEREST OF GREENFIELD N.W. HOLDINGS, INC.

Then-pending U.S. Patent Applications

07/902,147	Abandoned
08/078,624	Abandoned
08/964,942	Issued as 6,295,756
09/071,650	Abandoned
09/110,881	Issued as 6,145,248
09/074,338	Abandoned

Current Status

Issued U.S. Patents

5489317	Still in reexamination
5586408	Still in reexamination
5850708	Survived reexamination with changes, as reflected in Reexamination Certificate

Current Status

Patent Cooperation Treaty Applications

PCT/US 93/05963	Expired, related cases in U.S. and non-U.S. cases
PCT/US 97/20095	Expired, related cases in U.S. and non-U.S. cases

Current Status

K:\TST\65\exhibit A.vpd

SATISFACTION AND RELEASE

This Satisfaction and Release is an agreement entered into this 14th day of December, 2004, between Jerry G. Bergevin, Ted C. Pratt, and Greenfield N.W. Holdings, Inc. (collectively referred to as "Bergevin"), and Joseph E. Motz, The Motz Group, Inc., Turf Stabilization Technologies, Inc., Technology Licensing Corporation (collectively referred to as "TSTI"), related to the U.S. patents identified on attached Exhibit A (the "Patents").

WHEREAS, Bergevin initiated and prosecuted the patent and trademark filings which resulted in issuance or granting of the Patents, and Bergevin initially owned the Patents.

WHEREAS, via various agreements between Bergevin and TSTI, commencing in 1998, Bergevin caused the ownership of the Patents to go to TSTI, and TSTI is the current owner of the Patents.

WHEREAS, Bergevin also caused a lien to be recorded in the United States Patent and Trademark Office (the "USPTO") against TSTI's ownership of the Patents, as recorded in USPTO records at Reel 011159, Frames 0086-0092 (the "Lien"), attached as Exhibit B.

Now, therefore, in consideration of mutual obligations and benefits, receipt of which is hereby acknowledged, the parties agree as follows:

- 1) Via this Satisfaction and Release, Bergevin hereby releases the Lien against the Patents (and any related U.S. or non-U.S. patent properties), as of the date written below next to the signature of Bergevin.
- 2) When TSTI receives confirmation that Bergevin's counsel has received the wire transfer payments of all Settlement Amounts, TSTI may record this Satisfaction and Release with the USPTO.
- 3) After Bergevin's execution of this Satisfaction and Release, but before TSTI's recordal with the USPTO of this executed Satisfaction and Release, the parties agree that this Satisfaction and Release shall be retained by TSTI's patent attorney, Thomas J. Burger, at the office of Wood, Herron & Evans, located at 441 Vine Street, 2700 Carew Tower, Cincinnati, Ohio 45202-2917.

STATE OF WA)
) SS: Jerry G. Bergevin DEC 14 04
COUNTY OF King) Date

On this 14th day of December, 2004, before me personally appeared said Jerry G. Bergevin, and acknowledged the foregoing instrument to be his free act and deed and who executed the same for the uses and purposes therein specified.

SEAL



Kathleen J. Stablein
Notary Public
Agreed To and Acknowledged By

Joseph E. Motz (for TSTI) Date

SATISFACTION AND RELEASE

This Satisfaction and Release is an agreement entered into this ____ day of December, 2004, between Jerry G. Bergevin, Ted C. Pratt, and Greenfield N.W. Holdings, Inc. (collectively referred to as "Bergevin"), and Joseph E. Motz, The Motz Group, Inc., Turf Stabilization Technologies, Inc., Technology Licensing Corporation (collectively referred to as "TSTI"), related to the U.S. patents identified on attached Exhibit A (the "Patents").

WHEREAS, Bergevin initiated and prosecuted the patent and trademark filings which resulted in issuance or granting of the Patents, and Bergevin initially owned the Patents.

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- 3) After Bergevin's execution of this Satisfaction and Release, but before TSTI's recordal with the USPTO of this executed Satisfaction and Release, the parties agree that this Satisfaction and Release shall be retained by TSTI's patent attorney, Thomas J. Burger, at the office of Wood, Herron & Evans, located at 441 Vine Street, 2700 Carew Tower, Cincinnati, Ohio 45202-2917.

STATE OF _____)

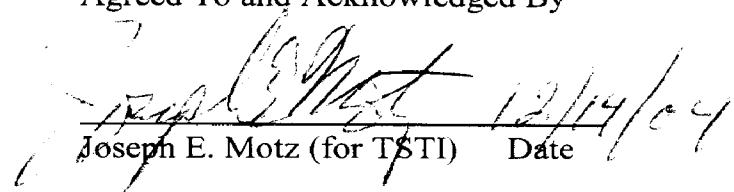
_____) SS:

COUNTY OF _____)

On this ____ day of _____, 200__, before me personally appeared said _____, and acknowledged the foregoing instrument to be his free act and deed and who executed the same for the uses and purposes therein specified.

SEAL

Agreed To and Acknowledged By



Joseph E. Motz (for TSTI) Date

FORM PTO-1619A
Expires 08/30/99
OMB 0651-0027

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

Conveying Party(ies)



Mark if additional names of conveying parties attached

Name (line 1) Turf Systems International, Inc.Execution Date
Month Day Year
12 23 99

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

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

10/10/2000 HTHW1: 00000042 07902147

CL:FC:SQ1

449.00 00

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package: 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

PATENT

REEL: 016237 FRAME: 0079

FORM PTO-1619B
Expires 06/30/99
OMB 0051-0027

Page 2

U.S. Department of Commerce
Patent and Trademark Office
PATENT**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)

PagesEnter 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

PCT **US 93/05963**

PCT

PCT

only if a U.S. Application Number
has not been assigned.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:

Enclosed ☒Deposit Account ☐

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

PATENT
REEL: 011159 FRAME: 0087**PATENT**
REEL: 016237 FRAME: 0080

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.

PATENT**REEL: 011159 FRAME: 0088****PATENT****REEL: 016237 FRAME: 0081**

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

PATENT

REEL: 011159 FRAME: 0090

PATENT

REEL: 016237 FRAME: 0083

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.

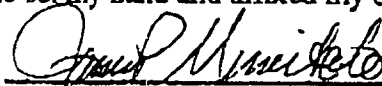
Turf Stabilization Technologies, Inc.

By: _____
Joseph E. Molz, 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 Expires 12/31/2005
Exp. Fee \$147.00 O.R.C.