

Form PTO-1595 (Rev. 03/05)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

HAC-037

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Gary Wayne Waterford

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

2. Name and address of receiving party(ies)

Name: Grass Manufacturers Pty Ltd

Internal Address: _____

Street Address: Unit 8.1 Port Air Industrial Estate

1A Hale Street

City: Botany

State: New South Wales

Country: Australia

Zip: 2019

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) November 6, 2006

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

10/472,285

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Gordon & Jacobson, P.C.

Internal Address: _____

Street Address: 60 Long Ridge Road

Suite 407

City: Stamford

State: CT

Zip: 06902

Phone Number: 203 323-1800

Fax Number: 203 323-1803

Email Address: _____

6. Total number of applications and patents involved: one

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 07-1732

Authorized User Name David P. Gordon

9. Signature:

David P. Gordon
Signature

11-13-06
Date

David P. Gordon
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

HALFORD & CO.

Patent & Trade Mark Attorneys

7th Floor, 1 Market Street

Sydney NSW 2000 Australia

Telephone: + 61 2 9264 8388

Facsimile: + 61 2 9264 1810

E-mail: mail@halfords.com.au

Deed of Assignment

Gary Wayne Waterford

and

Grass Manufacturers Pty Ltd

ACN 051 627 902

This deed of assignment

is made on 30 October 2006 between the following parties:

1. **Gary Wayne Waterford**
of 2/65 Bay Street
Double Bay, New South Wales 2028
Australia
(Waterford)
2. **Grass Manufacturers Pty Ltd**
ACN 051 627 902
of Unit 8.1 Port Air Industrial Estate
1A Hale Street, Botany, New South Wales 2019
Australia
(Grass Manufacturers)

Recitals

- A. The inventions, patent applications, designs, design applications, priority rights, artistic works and copyright identified in the schedule to this deed will hereinafter be referred to as **The Intellectual Property**.
- B. Gary Wayne Waterford is a director of Grass Manufacturers.
- C. Gary Wayne Waterford is the inventor of inventions, which are included in the patent application listed in Part A in the schedule to this deed.
- D. Gary Wayne Waterford will be referred to as **The Assignor**.
- E. The Assignor wishes to confirm that any right, title and interest he has in respect of The Intellectual Property, was owned by Grass Manufacturers at the time of filing of the applications listed in the schedule to this deed.
- F. In the event that the Assignor have any right, title and interest in The Intellectual Property pursuant to recital E above, the assignor wishes to assign to Grass Manufacturers that right, title and interest in The Intellectual Property, including any right to claim convention priority and the right to file applications for patents, designs, utility models, registration of copyright or any other intellectual property in respect of The Intellectual Property in any country or jurisdictions, together with all common law and intellectual property rights therein including but not limited to copyright, free from all encumbrances.

This deed witnesses

that in consideration of, among other things, the payment by Grass Manufacturers to the Assignor of A\$1 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree:

1 Assignment

- (a) The Assignor assigns to Grass Manufacturers:

- (1) all of the Assignor's interest in The Intellectual Property; and
 - (2) the right to sue for damages and other remedies in respect of any infringement of The Intellectual Property which may have occurred before this assignment.
- (b) This assignment is effective on **30 October 2006**.

2 Assignor's warranties

2.1 General

The Assignor gives the warranties in this clause 2 to Grass Manufacturers.

2.2 Original creations

The artistic works described in the schedule to this deed are original creations of Gary Wayne Waterford.

2.3 Entitled to deal

The Assignor is entitled to assign The Intellectual Property in the manner provided in this deed.

3 Assignor's acknowledgments

The Assignor acknowledges that:

- (a) Grass Manufacturers may alter or vary the artistic works described in the schedule to this deed in any manner without the Assignor's consent;
- (b) Grass Manufacturers may use or apply the artistic works referred to in clause 3((a)) without any attribution of authorship; and
- (c) this assignment is not limited to particular versions of artistic works or to designs in any particular colour.

4 Registering this assignment and further action

- (a) Grass Manufacturers must pay any fees or costs in relation to registering this assignment.
- (b) The Assignor must execute any documents and do any other things that Grass Manufacturers reasonably requests to:
 - (1) enable Grass Manufacturers to have its ownership of The Intellectual Property registered in any appropriate registry;
 - (2) enable Grass Manufacturers to file or prosecute in its name any application for a patent, design or other registration forming part of or relating to The Intellectual Property, whether in Australia or in any other country; and
 - (3) give effect to the terms of this deed.

5 Assignor's undertakings

The Assignor must not:

- (a) challenge or oppose, or assist a person to challenge or oppose, any application by Grass Manufacturers for a patent, design or other registration forming part of or relating to The Intellectual Property, whether in Australia or in any other country;
- (b) assist any other person in challenging or impugning the validity of:
 - (1) The Intellectual Property; or
 - (2) a patent, design or other registration granted to Grass Manufacturers relating to The Intellectual Property; or
- (c) take any other action to invalidate, put in dispute or impair in any way Grass Manufacturers's interest in or use or exploitation of The Intellectual Property.

6 Assignor must deliver materials

The Assignor must deliver to Grass Manufacturers on request all artistic works, designs, certificates, title documents, technical information and records relating to The Intellectual Property.

7 General

- (a) A variation of the terms of this deed must be in writing and signed by the parties.
- (b) In this deed, unless the context otherwise requires:
 - (1) words importing the singular include the plural and vice versa;
 - (2) a reference to a person includes a corporation; and
 - (3) a reference to a person includes that person's successors and legal personal representatives.

Schedule - Intellectual Property**A Patent application and inventions disclosed in:**

Country	Application No.	Date filed	Articles in respect of which patent application is filed
Australia	PR 3880	21 March 2001	Tennis Surface
WIPO	PCT/AU02/00330	21 March 2002	Tennis Surface
United States of America	10/472,285	17 September 2003	Tennis Surface

B. Priority rights

The Assignor's rights to claim priority under any applicable international convention for patent applications relating to the improvement inventions that are the subject of A above.

C. Artistic works

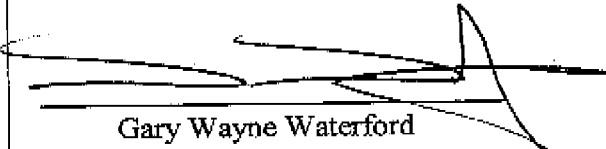
Artistic works including models, drawings, etchings, electronic representations and computer images relating to the inventions and designs that are the subject of A above.

D. Copyright


All copyright and other rights or forms of protection of a similar nature which may subsist anywhere in the world in every drawing, computer image or electronic representation which depicts the inventions and designs that are the subject of A above but without limitation to drawings which have been used in the Applications the subject of A above.

Executed as a deed:

Signed sealed and delivered by



 Gary Wayne Waterford

in the presence of:
 Witness Signature: 


Witness name (please print): TROY BARDS

Date: 6/11/06

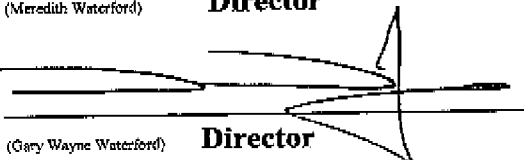
Signed sealed and delivered by

Grass Manufacturers Pty Ltd
 ACN 051 627 902

by:



 (Meredith Waterford) **Director**



 (Gary Wayne Waterford) **Director**

Pursuant to section 127 of the Corporations Act 2001

Date: 6TH NOVEMBER 2006