

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
All Sport Surfaces, L.L.C.	12/01/2009
Camille L Clark	12/01/2009
Shannon C Clark	12/01/2009
RECEIVING PARTY DATA	
Name:	USGreentech, L.L.C.
Street Address:	3607 Church Street
Internal Address:	Suite 300
City:	Newtown
State/Country:	OHIO
Postal Code:	45244
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7166340
CORRESPONDENCE DATA	
Fax Number:	(513)421-7269
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Thomas J. Burger
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Address Line 2:	2700 Carew Tower, 441 Vine Street
Address Line 4:	Cincinnati, OHIO 45202
ATTORNEY DOCKET NUMBER:	INFI-01-116
NAME OF SUBMITTER:	Thomas J. Burger
Total Attachments: 3	

OP \$40.00 7166340

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**PATENT
 REEL: 023679 FRAME: 0100**

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INTELLECTUAL PROPERTY ASSIGNMENT

This is an ASSIGNMENT AGREEMENT ("Assignment"), dated as of December 1, 2009, between, All Sport Surfaces, L.L.C., a Texas limited liability company with a mailing address of P.O. Box 5059, Longview, Texas, 75608, and a manufacturing plant in Voca, Texas ("All Sport"), Camille L. Clark and Shannon C. Clark (the "Clarks"), and USGreentech L.L.C. (formerly known as Infilltec, Ltd.), an Ohio limited liability company with a principal place of business at 3607 Church Street, Suite 300, Newtown, Ohio 45244 ("USG").

All Sport owns the intellectual property listed on Attachment A attached hereto and made a part hereof, including without limitation the Patent Properties identified hereon (the "Intellectual Property"). All Sport wishes to sell such Intellectual Property to USG, and USG wishes to acquire such Intellectual Property from All Sport. In consideration and as a condition of such sale, the Clarks also transfer to USG any and all rights they may have in and to the Intellectual Property.

Now, therefore, in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, All Sport and the Clarks hereby sell, assign, and transfer to USG all of its and their rights in and to the Intellectual Property.. This Assignment includes any and all U.S. and foreign patent and trademark rights related to the properties listed on Attachment A, any and all continuing or related applications, or improvements or reissues or reexaminations based thereon, and also includes the right to recover, from infringers, money damages for patent or trademark infringement occurring before the date of this Assignment. This Assignment includes the entire goodwill associated with each of the trademarks listed on Attachment A, and all rights and claims related to all aspects of the businesses that are associated with these trademarks and/or the products sold under these trademarks.

To effectuate this Assignment, All Sport and the Clarks agree to cooperate with USG, as deemed reasonably necessary by USG, in maintaining and/or enforcing the Intellectual Property rights conveyed by this Assignment. As a first step in such cooperation, All Sport shall immediately forward to USG's designated IP counsel all files related to the rights listed on Attachment A.

ALL SPORT SURFACES, L.L.C.

By: Camille L. Clark

Camille L. Clark, President

Camille L. Clark

Camille L. Clark, individually

Shannon C. Clark

Shannon C. Clark, individually

USGREENTECH, L.L.C.

By: Joseph E. Motz

Joseph E. Motz, President

PATENT

REEL: 023679 FRAME: 0102

STATE OF TEXAS)
)
COUNTY OF Gregg) SS.

On this 1st day of Dec, 2009, before me personally appeared Camille L. Clark, to me known and known to me to be the above named individual who duly acknowledged the signing of the foregoing instrument to be a voluntary act and deed and who executed the same for the uses and purposes therein specified.

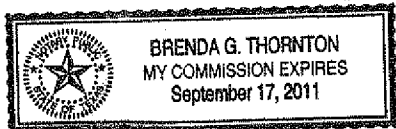


SEAL

Brenda Thornton
Notary Public

STATE OF TEXAS)
)
COUNTY OF Gregg) SS.

On this 1st day of Dec, 2009, before me personally appeared Shannon C. Clark, to me known and known to me to be the above named individual who duly acknowledged the signing of the foregoing instrument to be a voluntary act and deed and who executed the same for the uses and purposes therein specified.



SEAL

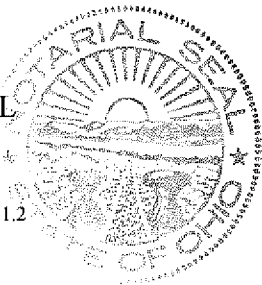
Brenda Thornton
Notary Public

STATE OF OHIO)
)
COUNTY OF HAMILTON) SS.

On this 1st day of December, 2009, before me personally appeared Joseph E. Motz, to me known and known to me to be the above named individual who duly acknowledged the signing of the foregoing instrument to be a voluntary act and deed and who executed the same for the uses and purposes therein specified.

SEAL

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MICHAELA A. HIRSCHFELD
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date Section 147.03 O.R.C.

Michaela Hirschfeld
Notary Public

Attachment A
INTELLECTUAL PROPERTY ASSETS
OF ALL SPORT SURFACES, L.L.C.

PATENTS

- U.S. Patent No. 7,166,340, entitled "Artificial Turf System" ("the '340 patent")

TRADEMARKS

- **ENVIROFILL**, name and mark, words only and with accompanying logo, including all common law rights based on use in commerce with respect to infill materials for artificial and natural turf, and the goodwill associated therewith; also U.S. Trademark Registration No. 3,568,675 for the mark ENVIROFILL (Design) for "synthetic turf for outdoor fields used for soccer, football, baseball, lacrosse, field hockey and other athletic activities, in International Class 27 ("the '675 Registration").
- **PROPLAY**, name and mark, including all common law rights based on use in commerce with respect to artificial turf, and the goodwill associated therewith.

COPYRIGHTS

- Logo shown on the '675 Registration
- All copyrights related to any brochures, promotional materials, and/or website

KNOW-HOW

- all documents and information referring or relating to the manufacture of ENVIROFILL[®] infill
- all documents and information related to customers and sales leads
- all documents and information related to the '340 patent and the '675 Registration
- all documents related to the testing of ENVIROFILL infill material or PROPLAY artificial turf
- all information that derives independent economic value, actual or potential, from not being readily known by proper means by other persons who obtain economic value from its disclosure or use, wherein such "information" includes formulas, drawings, patterns, compilations, programs, devices, methods, techniques and processes.