

11-13-03 PA

11-21-2003  
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To the Honorable Commissioner of Patents and Trademarks: Please

Documents or copy thereof.

1. Name of conveying parties(ies): Execution Date.

The Stearns Technical Textiles Company 07/28/2003

Additional name(s) of conveying party(ies):

Attached?  Yes  No

2. Name and address of receiving party(ies):

L & P Property Management Company  
A Delaware Corporation  
4095 Firestone Blvd.  
South Gate, CA 90280

Additional name(s) & address(es)

Attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

4. Application number(s) or patent number(s): \_\_\_\_\_

10712462

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

A. Patent Application No.(s).  
09/873,597 filed June 4, 2001

B. Patent No.(s).

Additional numbers attached?  Yes  No

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

Kristin Jordan Harkins  
CONLEY ROSE, P.C.  
5700 Granite Pkwy., Suite 330  
Plano, TX 75024  
972/731-2288  
972/731-2289 (Facsimile)

6. Total number of application and patents involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-1515

(Attach duplicate copy of this page if paying by deposit account)

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

Kristin Jordan Harkins, Reg No. 37,859  
Name of Person Signing

Kristin Jordan Harkins  
Signature

9-2-03  
Date

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

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

MS Assignment Recordation Services  
Commissioner of Patents  
PO Box 1450, Alexandria, VA 22313-1450

The PTO did not receive the following listed item(s) \$40.00 Cover Sheet of Assignment

22141 U.S.PTO  
10712462

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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), dated as of July 28, 2003, is made by and among THE STEARNS TECHNICAL TEXTILES COMPANY, an Ohio corporation with its principal place of business situated in the State of Ohio ("Seller"); LEGGETT & PLATT, INCORPORATED, a Missouri corporation with its principal place of business situated in the State of Missouri ("Buyer"); and L&P PROPERTY MANAGEMENT COMPANY, a company related to Buyer and a Delaware corporation with its principal place of business situated in the State of California ("L&P").

### RECITALS

WHEREAS, pursuant to a certain Asset Purchase Agreement ("APA") executed on or about the date of this Assignment, Buyer is purchasing from Seller certain assets and properties, including without limitation patents and patent applications, which are related to Seller's Consumer Products business based in Cincinnati, Ohio, with operations in Cincinnati, Ohio; Camden, Ohio; and Trenton, Ontario, for the production of certain products;

WHEREAS, Seller and Buyer desire to formalize their agreement as to the assignment of any and all patents and patent applications related to Seller's Consumer Products business, including without limitation all of Seller's right, title and interest in, to and under any and all patents and patent applications, and the inventions described therein; and,

WHEREAS, Buyer desires to direct Seller to assign the patents and patent applications, and the inventions described therein to its related company, L&P.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties intending to be legally bound agree as follows:

1. Definition of Patent Rights: The term "Patent Rights" shall mean those rights covered by U.S. Patent Application serial No. 09/873,597, filing date: June 24, 2001, titled: FUSIBLE NON-~~\*~~WOVEN FIBROUS WEB, together with any rights of Seller in the invention(s) to which such application relates.
2. Representations and Warranties: All representations and warranties made by Seller, in the APA are incorporated into this Assignment.
3. Patent Assignment: Seller does hereby sell, assign and transfer unto L&P, its successors, assigns and legal representatives, all of Seller's right, title and interest in all the Patent Rights, the inventions described and claimed therein, including any applications or provisional applications now or hereafter filed in any jurisdiction worldwide, including any reissues, divisionals, continuations, continuations-in-part, extensions or foreign counterparts of the Patent Rights heretofore or hereafter granted, any and all letters patent which may be granted therefore, together with all claims for damages in any applicable jurisdiction by reason of past, present, or future infringement thereof, with the right to sue for, and collect the same for its own use and enjoyment, the same to be held and enjoyed by L&P for its own use, and the use of L&P's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made. At L&P or Buyer's request and expense, Seller agrees further to cooperate with L&P or Buyer in any suit or process for dispute resolution, based on claims the Patent Rights assigned herein have been infringed.

\*Clerical error, actual filing date is June 4, 2001

4. Delivery of Materials: Upon execution of this Assignment, Seller shall deliver to Buyer all of Seller's documents and files relating to the Patent Rights, including without limitation all laboratory notebooks and other documentation of conception and reduction to practice of the inventions included in the Patent Rights. Seller shall be permitted to retain copies of all such documents and files.

Any materials mentioned in this section which are held by Seller's counsel or any third party from which Seller has the right to obtain such materials shall be considered Seller's documents and files.

5. Cooperation: At L&P or Buyer's request and expense, Seller covenants that it will cooperate with L&P or Buyer in perfecting any interests in the Patent Rights. To carry out in good faith the intent and purpose of this Assignment and to facilitate prosecution and enforcement of the Patent Rights in all countries in the world, the Seller will execute, and shall use its best efforts to have inventors execute when needed, all appropriate oaths, declarations, assignments, powers of attorney and other documents.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**THE STEARNS TECHNICAL TEXTILES COMPANY**

By: Thomas R. Dunham

Name: Thomas L. Dunham

Title: Interim CEO

County of Hamilton

State of Ohio

On this 28<sup>th</sup> day of July, 2003, personally appeared before me, Thomas L. Dunham, to me known and known to me to be the person aforesaid, who duly acknowledged the signing of the foregoing instrument to be his/her voluntary act and deed, and as Interim CEO (title) of The Stearns Technical Textiles Company did execute the same for the uses and purposes therein set forth.

(Seal)

Charles M. Meyer  
Notary Public

CHARLES M. MEYER, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date  
Section 147.03 O. R. C.

**LEGGETT & PLATT, INCORPORATED**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**THE STEARNS TECHNICAL TEXTILES COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County of \_\_\_\_\_

State of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared before me, \_\_\_\_\_, to me known and known to me to be the person aforesaid, who duly acknowledged the signing of the foregoing instrument to be his/her voluntary act and deed, and as \_\_\_\_\_ (title) of The Stearns Technical Textiles Company did execute the same for the uses and purposes therein set forth.

(Seal)

\_\_\_\_\_  
Notary Public

**LEGGETT & PLATT, INCORPORATED**

By: Robert A. Wagner

Name: Robert A. Wagner

Title: Vice President-Mergers & Acquisitions

Acknowledged and Accepted By:

L&P PROPERTY MANAGEMENT COMPANY

By: *Gene B. Kartchner*

Name: Gene B. Kartchner

Title: Vice President