

ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of this 14th day of June, 1999 and is made effective as of June 14, 1999 ("Effective Date"), from JPS PACKAGING COMPANY, a Delaware, USA corporation, with its principal office at 4200 Somerset Drive, Suite 208, Prairie Village, Kansas 66208, USA ("Assignor") to AXON CORPORATION, a North Carolina, USA corporation, with its principal office at 555 Dynamic Drive, Garner, NC 27529, USA ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of June 14, 1999 ("Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Business (as defined in the Purchase Agreement);

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the United States trademark registrations set forth on Schedule A attached hereto and the goodwill associated with each of the foregoing (collectively, the "Trademarks");

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, Assignor hereby sells, assigns and transfers to Assignee, all right, title and interest in and to the Trademarks, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter (including, without limitation, damages and payments for past, present or future infringements thereof), the right to use and recover for past infringements thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Trademarks; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Trademarks, including, but not limited to, testifying as to any facts relating to the Trademarks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

* * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademarks to be executed and sealed by their respective duly authorized officers as of the dates noted below.

JPS PACKAGING COMPANY

By: _____
Name: _____
Title: _____

Date: June 14, 1999

AXON CORPORATION

By: *William F. Reed*
Name: William F. Reed
Title: Vice President

Date: June 14, 1999

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademarks to be executed and sealed by their respective duly authorized officers as of the dates noted below.

IPS PACKAGING COMPANY

By: [Signature]
Name: John T. Caplan
Title: President
Date: June 14, 1999

AXON CORPORATION

By: _____
Name: _____
Title: _____
Date: June 14, 1999

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STATE OF Kansas)
) SS.
COUNTY OF Johnson)

On this 14th day of June 1999, there appeared before me, Dianna L. Wood, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of JPS PACKAGING COMPANY, a Delaware, USA corporation.

Dianna L. Wood

Notary Public
My commission expires:

(SEAL)

Dianna L. Wood, Notary Public
State of Kansas
My Commission Expires 11/14/99

STATE OF)
) SS.
COUNTY OF)

On this ___ day of _____ 1999, there appeared before me, _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of AXON CORPORATION, a North Carolina, USA corporation.

Notary Public
My commission expires:

(SEAL)

STATE OF)
) SS.
COUNTY OF)

On this ___ day of _____ 1999, there appeared before me, _____
, personally known to me, who acknowledged that he signed the foregoing Assignment as his
voluntary act and deed on behalf and with full authority of JPS PACKAGING COMPANY, a
Delaware, USA corporation.

(SEAL)

Notary Public
My commission expires:

STATE OF Georgia)
) SS.
COUNTY OF Fulton)

On this 14th day of June 1999, there appeared before me, James R.
, personally known to me, who acknowledged that he signed the foregoing Assignment as his
voluntary act and deed on behalf and with full authority of AXON CORPORATION, a North
Carolina, USA corporation.

(SEAL)

[Signature]
Notary Public
My commission expires:

SCHEDULE A**United States Trademark Registrations**

Mark	Application No. Filing Date	Registration No. Registration Date
STYROTECH	74/167357 May 16, 1991	1,677,369 March 3, 1992
STYROTECH & Design	74/167356 May 16, 1991	1,680,083 March 24, 1992