

Attorney Docket No. 4003-13400

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE

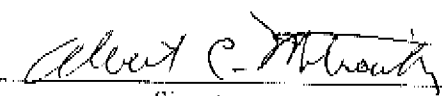
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies) Johnston Industries Alabama, Inc.</p> <p><input type="checkbox"/> Individual                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership        <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State-Alabama  <input type="checkbox"/> Other _____</p> <p>Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: L. &amp; P Property Management Company Internal Address: Street Address: 4095 Firestone City/State/Zip: South Gate, CA 90280</p> <p><input type="checkbox"/> Individual                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership        <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State-Delaware  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from Assignment)</p> <p>Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement        <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other --</p> <p>Execution Date: <u>December 15, 2003</u></p>	<p>4. Application number(s) or registration number(s):</p> <p style="text-align: right;"><input type="checkbox"/> Mark if additional numbers attached</p> <table border="1"> <tr> <td data-bbox="836 1039 885 1176">A. Trademark Application No.(s)</td> <td data-bbox="885 1039 1550 1176">B. Trademark Registration No.(s): <b>0,852,822 for LANTUCK</b> <b>1,786,793 for LANTUCK</b></td> </tr> </table>	A. Trademark Application No.(s)	B. Trademark Registration No.(s): <b>0,852,822 for LANTUCK</b> <b>1,786,793 for LANTUCK</b>
A. Trademark Application No.(s)	B. Trademark Registration No.(s): <b>0,852,822 for LANTUCK</b> <b>1,786,793 for LANTUCK</b>		
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Kristin Jordan Harkins CONLEY ROSE, P.C. 5700 Granite Parkway, Suite 330 Plano, TX 75024</p>	<p>6. Total number of applications and registration involved: 2</p> <p>7. Total fee (37 CFR 3.41)        \$ 65.00</p> <p><input checked="" type="checkbox"/> Withdraw from Deposit Account No. 50-1515</p> <p><input checked="" type="checkbox"/> Any deficiencies or overpayments are authorized to be charged to or credited to deposit account</p> <p>8. Deposit Account Number: <u>50-1515</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>		

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.*

Albert C. Mettrailer                                            1-16-04  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments and document: 7

CH \$65.00 501515 0852822

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment"), dated as of December 15, 2003, is made by and among **JOHNSTON INDUSTRIES ALABAMA, INC.**, an Alabama corporation with its principal place of business situated in the State of Alabama ("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") dated as of November 21, 2003, Buyer is purchasing from Seller certain assets and properties, including without limitation trademarks, which are used by Seller in the operation of its Fiber Pad Business (as defined in the APA); and

**WHEREAS**, Seller and Buyer desire to formalize their agreement as to the assignment of the trademarks used by Seller in the operation of its Fiber Pad Business (the "Trademarks"), including without limitation all of Seller's right, title and interest in, to and under the Trademarks together with the goodwill of the business symbolized by the same; and,

**WHEREAS**, Buyer desires to direct Seller to assign the Trademarks 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. **Representations and Warranties**: All representations and warranties made by Seller, in the APA are incorporated into this Assignment.

2. **Trademark 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 of the Trademarks, including without limitation the trademarks set forth in the attached Exhibit A, the goodwill of the business symbolized by the Trademarks, the registrations and application(s) for registration thereof in all countries, and all common law rights. This sale, assignment and transfer includes the right to recover all damages resulting from prior infringement of the Trademarks, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres.

3. **Cessation of Use of the Trademarks**: Upon execution of this Assignment, Seller agrees to cease from all further use of the Trademarks, the rights to which are sold, assigned and transferred pursuant to this Assignment, and agrees not to use any mark, name or domain name which is confusingly similar to the Trademarks.

6. Delivery of Materials: Upon execution of this Assignment, Seller shall deliver to Buyer all of Seller's documents and files relating to the Trademarks, the rights of which are sold, assigned and transferred pursuant to this Assignment, including without limitation all trademark and service mark applications and registration files, all Certificates of Registrations and all inventories of packaging and other written or electronic documents displaying the Trademarks.

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.

7. Additional Documents: Seller shall execute any further documents requested by Buyer to document the Buyer's or L & P's rights granted herein, such as formal assignments of trademark suitable for recording in the applicable United States or foreign national trademark offices.

[the remainder of this page intentionally blank]

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

**JOHNSTON INDUSTRIES ALABAMA, INC.**

By: Charles A. Rossi III  
Name: Charles A. Rossi, III  
Title: CFO

County of Muscookee  
State of Georgia

On this 16<sup>th</sup> day of December, 2003, personally appeared before me, Charles A. Rossi, III, 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 CFO (title) of Johnston Industries Alabama, Inc. did execute the same for the uses and purposes therein set forth.

(Seal) Cathy Mena  
Notary Public April 3, 2007

**LEGGETT & PLATT, INCORPORATED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Acknowledged and Accepted By:**

**L & P PROPERTY MANAGEMENT COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**JOHNSTON INDUSTRIES ALABAMA, INC.**

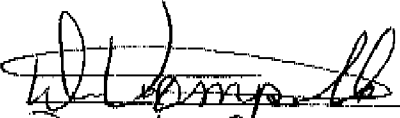
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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 Johnston Industries Alabama, Inc. did execute the same for the uses and purposes therein set forth.

(Seal) \_\_\_\_\_  
Notary Public

**LEGGETT & PLATT, INCORPORATED**

By:  \_\_\_\_\_  
Name: DON VAN COMPERNELLE  
Title: President Textile's Fibre Prod

**Acknowledged and Accepted By:**

**I. & P PROPERTY MANAGEMENT COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**JOHNSTON INDUSTRIES ALABAMA, INC.**

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 Johnston Industries Alabama, Inc. did execute the same for the uses and purposes therein set forth.

(Seal)

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

**LEGGETT & PLATT, INCORPORATED**

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

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

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

**Acknowledged and Accepted By:**

**I. & P PROPERTY MANAGEMENT COMPANY**

By: Gene B. Kartchner

Name: Gene B. Kartchner

Title: Vice President

**EXHIBIT A - TRADEMARKS**

**Registered Trademarks:**

LANTUCK  
U.S. Trademark Registration No. 852,822  
Registered July 16, 1968

LANTUCK  
U.S. Trademark Registration No. 1,786,793  
Registered August 10, 1993

**Unregistered Trademarks:**

DUO-PAD

*Exhibit A - Page 1*