

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RBX Industries, Inc.		06/10/2004	CORPORATION: DELAWARE
RBX Corporation		06/10/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Armacell, LLC
Street Address:	7600 Oakwood Street Extension
City:	Mebane
State/Country:	NORTH CAROLINA
Postal Code:	27302
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	0569399	ENSOLITE

CORRESPONDENCE DATA	
Fax Number:	(336)726-6991
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(336) 721-3747
Email:	rspringer@wcsr.com
Correspondent Name:	Randel S. Springer
Address Line 1:	One West Fourth Street
Address Line 2:	Womble Carlyle Sandridge & Rice, PLLC
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101

ATTORNEY DOCKET NUMBER:	42142.0041.0
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NAME OF SUBMITTER:	Randel S. Springer
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Total Attachments: 4
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ASSIGNMENT AGREEMENT
(Conover Intellectual Property)

ASSIGNMENT AGREEMENT (the "Agreement"), made as of June 10, 2004, by and between **RBX INDUSTRIES, INC.**, a Delaware corporation, and **RBX CORPORATION**, a Delaware corporation (collectively, "Assignor"), to **ARMACELL, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Agreement of Purchase and Sale of Assets, dated as of April 20, 2004 (the "Purchase Agreement"), with respect to the sale by Assignor and the purchase by Assignee of certain assets owned by Assignor and used in Assignor's business of manufacturing and selling closed cell elastomeric foams at its plant located at 1004 Keisler Road, Conover, North Carolina 28613; and

WHEREAS, Assignor is the owner of those (i) trademarks, service marks, trade names, logos and other designations and all United States, foreign and state registrations and applications for registration relating to the Marks; (ii) copyrights and works of authorship, and all United States, foreign and state copyright registrations and applications for registration relating to the Works of Authorship; (iii) patented or patentable inventions and all United States and foreign patents and applications for patents relating thereto; (iv) confidential or proprietary processes, inventions (patentable or not), formulas, trade secrets, know-how, technical data and other similar information and technologies that are of commercial value to the Business; and (v) other intellectual property not specifically described above, including internet domain names, telephone numbers, software and licenses (including licenses for the use of computer software programs); in each case of the items in subparagraphs (i) through (v), used in the Business at the Real Property or as listed on Exhibit A attached hereto; together, in each case, with (1) all goodwill related thereto, any royalty and other income therefrom or related thereto and accruing

after the Effective Time, and (2) the right to sue for infringements thereof (collectively, the “Intellectual Property”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign and transfer to Assignee all of Assignor’s right, title and interest in and to the Intellectual Property, subject to the terms, conditions, representations, covenants and agreements set forth in the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the payment of the Purchase Price in accordance with Section 2.5 of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Defined Terms.** All capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement.
2. **Assignment.** Assignor hereby assigns, transfers and sets over to Assignee, as of the Effective Time, all of Assignor’s right, title and interest in and to the Intellectual Property.
3. **Acceptance.** Assignee hereby accepts the foregoing assignment.
4. **Purchase Agreement.** To the extent of any inconsistency between this Agreement and the Purchase Agreement, the Purchase Agreement shall control and prevail.

[Remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative as of the date first above written.

Assignor:

RBX INDUSTRIES, INC.

By: P.J. Bull
Name: Timothy J. Bernholz
Its: President & CEO

RBX CORPORATION

By: P.J. Bull
Name: Timothy J. Bernholz
Its: President & CEO

Assignee:

ARMACELL, LLC

By: James F. Mars, Jr.
James F. Mars, Jr.
Vice President

EXHIBIT A : INTELLECTUAL PROPERTY

Ensolite(r) Tradename
Ensolite(r) Trademark

United States Patent No. 6,527,991 entitled "Method for embossing a foam article", filed April 11, 2001 and issued March 4, 2003 (the "Patent").

Customer lists used in the Business.

Product Formulas and Process Specs for:

GIC
NP-77
CGC
YGC
IC
IV series
IB series
IBC series
IR series
ECF series
ICF series
CBC series
IUT
MC
FBC
APC
ALC
AMC
WTC
AHC
TLC
MFC
MLC
MKC
SBC
SCM
SR-82
SSC
SCC
PE-3
EPC
AG series
TC series
TIC
R-1800
R-2100
R-1400
PFC

ICF
Pipe Gasketing

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