

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
West Point Products, LLC		04/14/2010	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	West Point Acquisition, LLC		
Street Address:	School House Lane		
City:	Valley Grove		
State/Country:	WEST VIRGINIA		
Postal Code:	26060		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2820000	WEST POINT PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	(412)918-1199		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	412-918-1100		
Email:	pboss@metzlewis.com		
Correspondent Name:	Barry I. Friedman, Metz Lewis LLC		
Address Line 1:	11 Stanwix Street, 18th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
NAME OF SUBMITTER:	Barry I. Friedman		
Signature:	/bif33695/		
Date:	04/25/2011		

CH \$40.00 2820000

Total Attachments: 6

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TRADEMARK ASSIGNMENT AND AGREEMENT

This Trademark Assignment and Agreement (this "Assignment") is made effective as of the 14 day of April, 2010, by and between West Point Products, LLC, an Ohio limited liability company ("Assignor"), and West Point Acquisition, LLC, a Delaware limited liability company ("Assignee").

INTRODUCTION

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks and trademark registrations listed on the attached Schedule A (hereinafter, the "Trademarks"), and the goodwill of the business associated with the Trademarks (the "Goodwill");

WHEREAS, Assignee is desirous of acquiring all rights to the Trademarks and the Goodwill.

ASSIGNMENT AND AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and sets over to Assignee, the entire right, title, interest in, to and under the Trademarks and the Goodwill to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, as fully and completely as the same would have been held by Assignor if this assignment had not been made. Without limiting the generality of the foregoing, Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee causes of action and rights to bring suit for past infringement of the Trademarks.
2. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights, including the Patent and Trademark Office of the United States, to record Assignee as the assignee and owner of the Trademarks.
3. Upon reasonable notice given by Assignee, Assignor hereby agrees to execute and deliver at a future date any additional documents that Assignee determines may be necessary or desirable, or that may be required under federal or state law, to preserve and protect, and to perfect Assignee's ownership of, the Trademarks and the Goodwill. Assignor further agrees to pay any filing or other governmental fees and charges that become due and payable prior to the date hereof in connection with the registration of any of the Trademarks.
4. Assignor hereby grants to Assignee a power of attorney (which power is hereby acknowledged to be coupled with an interest and irrevocable) and appoints

Assignee to serve as its agent and attorney-in-fact, with powers of substitution, in each case for the limited purposes of executing and delivering such documents and doing such acts in Assignor's place and stead as Assignor would otherwise be obligated to do pursuant to paragraph 3 above.

5. Except to the extent that federal law preempts state law with respect to matters covered hereby, this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflict of laws provisions thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment and Agreement to be executed and delivered by their duly authorized officers and agents effective as of the date first set forth above.

Assignor:

West Point Products, LLC

By: [Signature]
Name: Thomas D. Day Jr
Title: CEO

STATE OF _____)
) SS:
COUNTY OF _____)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this _____ day of _____, 2010, personally appeared before me _____, the _____ of WEST POINT PRODUCTS, LLC, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the _____ of said corporation, and that he signed and delivered the same in behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

Notary Public

ACCEPTED:

West Point Acquisition, LLC
as Assignee

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment and Agreement to be executed and delivered by their duly authorized officers and agents effective as of the date first set forth above.

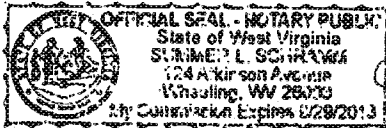
Assignor:

West Point Products, LLC

By: [Signature]
Name: Thomas R. Day II
Title: CEO

STATE OF WV)
COUNTY OF Ohio) SS:

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 14th day of April, 2010, personally appeared before me Thomas Day, the CEO of WEST POINT PRODUCTS, LLC, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the CEO of said corporation, and that he signed and delivered the same in behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.



[Signature]
Notary Public

ACCEPTED: West Point Acquisition, LLC
as Assignee

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment and Agreement to be executed and delivered by their duly authorized officers and agents effective as of the date first set forth above.

Assignor:

West Point Products, LLC

By: _____
Name: _____
Title: _____

STATE OF _____)

) SS:

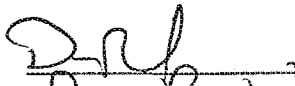
COUNTY OF _____)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this _____ day of _____, 2010, personally appeared before me _____, the _____ of WEST POINT PRODUCTS, LLC, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the _____ of said corporation, and that he signed and delivered the same in behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

Notary Public

ACCEPTED:

West Point Acquisition, LLC
as Assignee

By: 
Name: Dan Ruyh
Title: President

SCHEDULE A

MARK	REGISTRATION NUMBER	FILING DATE	REGISTRATION DATE
WEST POINT PRODUCTS	2,820,000	4/14/2003	3/2/2004