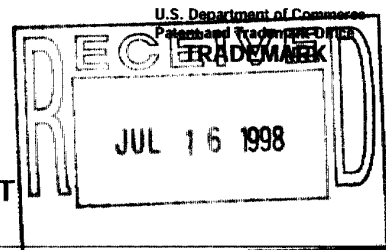


07-21-1998



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger
  - Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
06301998

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year  
06301998

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1)

Address (line 2) \_\_\_\_\_

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

07/17/1998 TTON11 00000127 75144465

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40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20208

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

704-343-2167

Name

JOHN B. YORKE

Address (line 1)

SMITH HELMS MULLISS & MOORE, L.L.P.

Address (line 2)

201 NORTH TRYON, SUITE 30

Address (line 3)

P.O. BOX 31247

Address (line 4)

CHARLOTTE, NC 28231

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

75144465

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

JOHN B. YORKE

Name of Person Signing

*John B. Yorke*

Signature

7-7-98

Date Signed

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** is made and entered into as of this 30th day of June 1998, by and between O'SULLIVAN INDUSTRIES, INC., a Delaware corporation having its principal place of business at 1900 Gulf Street, Lamar, Missouri 64759 ("O'Sullivan"), and Warvel Products, Inc. - North Carolina, a North Carolina corporation having its principal place of business at 126 Linwood Veneer Road, Linwood, North Carolina 27299 ("Warvel").

**WITNESSETH:**

**WHEREAS**, O'Sullivan is the sole owner of a United States Trademark Application Serial No. 75/144,465 (the "Trademark"), a copy of which is attached hereto as Exhibit 1;

**WHEREAS**, Warvel is desirous of acquiring O'Sullivan's entire right, title and interest in the Trademark, pursuant to that Asset Purchase Agreement dated June 30, 1998, by and between O'Sullivan and Warvel;

**NOW, THEREFORE**, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, O'Sullivan, by these presents does hereby sell, assign, transfer and set over to Warvel, its successors and assigns, O'Sullivan's entire right, title and interest in and to the Trademark and its registration, together with the goodwill of the business connected with the use of and symbolized by the Trademark and all original or divisions of any such Trademark that may be issued hereafter, including all right of priority from the filing of said applications, and all rights for past infringement, the same to be held and enjoyed by Warvel, for its interest, and for its own use and behalf, and the use and behalf of its successors and assigns, to the full end of the term for which said Trademark may be granted as fully and entirely as the same would have been held and enjoyed by O'Sullivan had this sale, assignment and transfer not been made. Assignor makes no warranty, express or implied, with respect to the Trademark other than the warranty of title contained in the Asset Purchase Agreement.

**IN WITNESS WHEREOF**, O'Sullivan through its authorized officer has executed this instrument and caused the corporate seal to be affixed hereto as of the date and year first above written.

O'SULLIVAN:

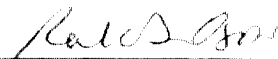
O'SULLIVAN INDUSTRIES, INC.,  
a Delaware corporation

[CORPORATE SEAL]

Attest

  
Secretary

By



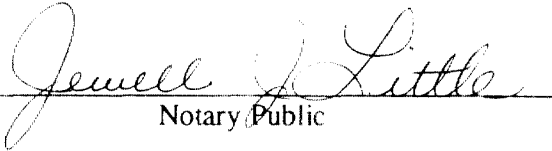
Richard D. Davidson  
President

STATE OF MISSOURI

COUNTY OF BARTON

On this 30th day of June, 1998, before me appeared Richard D. Davidson, to me personally known, who, being by me duly sworn, did say that he is the President of O'SULLIVAN INDUSTRIES, INC., a Delaware corporation, and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors; and said Richard D. Davidson acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first written above.

  
Notary Public

My Commission Expires: September 18, 1998  
[Seal]

JEWELL J LITTLE  
NOTARY PUBLIC STATE OF MISSOURI  
BARTON COUNTY  
MY COMMISSION EXP SEPT 18, 1998

EXHIBIT 1