

06-12-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

JUN - 5 2001

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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
- Corporation Association
- Other

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)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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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. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Christopher J. Mugel, Esquire

Address (line 1) LeClair Ryan, a Professional Corporation

Address (line 2) 707 East Main Street, 11th Floor

Address (line 3) Richmond, VA 23219

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (804) 783-2003

Name Christopher J. Mugel, Esquire

Address (line 1) LeClair Ryan, a Professional Corporation

Address (line 2) 707 East Main Street, 11th Floor

Address (line 3) Richmond, VA 23219

Address (line 4)

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

13

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)

Registration Number(s)

1896267

1804523

2205519

Number of Properties Enter the total number of properties involved.

3

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90.00

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:

50-1563

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.

Todd M. Lynn, Esquire

Todd M. Lynn

5/24/00

Name of Person Signing

Signature

Date Signed

APPOINTMENT OF A DOMESTIC REPRESENTATIVE

Foamex Asia Co., Ltd., a limited company organized and existing under the laws of the Kingdom of Thailand and having its principal place of business at 175 Sathorn City Tower, 20th Floor, South Sathorn Road, Thungmahamek, Sathorn, Bangkok, Thailand, 10120, hereby appoints Christopher J. Mugel and Todd M. Lynn, both practicing with the law firm of LeClair Ryan, A Professional Corporation, 707 East Main Street, 11th Floor, Richmond, Virginia 23219, and both members of the bar of the Commonwealth of Virginia, as its Domestic Representatives to receive Service of Process on its behalf, to record certain assignment and security documents and transact all business in the Patent and Trademark Office in connection therewith.

FOAMEX ASIA CO., LTD.



Stephen P. Scibelli, Jr.

President

Foamex Asia Co., Ltd.

Date: 5-26-00

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ASSIGNMENT OF INTELLECTUAL PROPERTY

Pursuant to the Asset Purchase Agreement executed between the parties concurrently herewith ("Purchase Agreement"), in exchange for the covenants exchanged therein and for other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, Foamex Asia Co., Ltd., a limited company organized and existing under the laws of the Kingdom of Thailand ("Foamex" or "Assignee"), and Wilshire Technologies, Inc., a California corporation ("Assignor"), do hereby agree and covenant as follows as of this 19th date of May, 2000 ("Effective Date"):

1. Assigned Subject Matter. The subject matter of this Assignment consists of: the works of authorship, work product, test data, inventions, discoveries, processes, methods, techniques, improvements, programs, ideas, concepts, confidential information, or other creative works or know how of any type held by, used in connection with or relating to the business of Assignor's Wilshire Communications Control Division, (in all forms and manifestations, whether or not reduced to practice, and whether or not otherwise patentable); all associated patent, copyright, trademark, service mark, trade name, trade secret and other intellectual property rights therein; all associated letters patent, patent applications, divisionals, continuations, continuations-in-part, re-examinations, re-issues, improvement patents, and foreign counterparts thereof; all associated copyright applications and registrations; all associated trademark and service mark applications and registrations, and all goodwill associated with the business of any of the foregoing; all trade secrets and confidential information associated therewith; all causes of action and rights of recovery of any type associated with or arising from any of the foregoing; and all licenses and rights thereunder

arising from or relating to the Assigned Subject Matter (collectively, "Assigned Subject Matter"). The Assigned Subject Matter includes but is not necessarily limited to the intellectual property interests, registrations and applications for registration listed in Exhibit A hereto. Notwithstanding the foregoing, the Assignment Subject Matter does not include Class 1, Class 10 and Class 100 Cleaning Systems for the following polyurethane products: (i) UltraSOLV; (ii) UltraSORB; and (iii) CleanWIPE. (collectively, "Excluded Subject Matter"), all right, title and interest in which shall remain owned by Assignor, subject to the license granted in Paragraph 5 below.

2. Warranties and Representations of Assignor. Assignor represents and warrants that, except as is expressly stated to the contrary in Exhibit A:

a) the Assigned Subject Matter constitutes and comprises all intellectual property interests of any type used by or necessary for or dedicated for use in the business of Assignor's Wilshire Contamination Control Division as of immediately prior to the execution of this Agreement, and that nothing in the execution of this Agreement or the assignment effectuated thereby shall terminate, limit, impair or alter the ability of Assignee to use and exploit the Assigned Subject Matter as Assignor has been entitled to use and exploit the Assigned Subject Matter;

b) it owns all right, title and interest, including all intellectual property interests, in and to the Assigned Subject Matter (including but not limited to the items listed in Exhibit A), free and clear of any third-party claims, joint ownership interests, liens, judgments, security interests, or other encumbrances, except as is noted to the contrary in Exhibit A pursuant to Section 2(k);

c) except as is stated to the contrary in Exhibit A pursuant to Section 2(k), the Assigned Subject Matter was created entirely by persons who either: (1) at the time of creation, were the employees of Assignor acting within the scope of their employment or; (2) have executed valid and enforceable assignments to Assignor of all right, title and interest, including all intellectual property interests, in their work product comprising the Assigned Subject Matter;

d) it did not create the Assigned Subject Matter, in whole or in part, pursuant to any "work for hire" or similar agreement with another, or any agreement, arrangement or commitment, written or oral, to assign, transfer, convey or license the Assigned Subject Matter;

e) it has not assigned, transferred or pledged any interest in the Assigned Subject Matter to any other;

f) it has not licensed or authorized any other, excepting only those persons and entities identified in Exhibit A as "Licensees," to possess, use or exploit in any manner any of the Assigned Subject Matter, and no third party other than the Licensees identified in Exhibit A possesses, is using or exploiting in any manner any of the Assigned Subject Matter;

g) it has taken reasonable precautions to prevent the unauthorized use or disclosure to third parties of trade secrets and confidential information comprising the Assigned Subject Matter, and to the best of its knowledge no third party is using or has possession of trade secrets or confidential information comprising the Assigned Subject Matter;

h) any patents or registrations, or applications for same made with respect to the Assigned Subject Matter are true and accurate and (with respect to issued patents and registrations), to the best of Assignor's knowledge, are valid, subsisting and enforceable;

i) the manufacture, use, sale, reproduction, modification, distribution, display or other exploitation of the Assigned Subject Matter by Assignee or its successors, assigns or licensees shall not infringe, misappropriate, dilute, violate or impair the patent, copyright, trademark, trade secret, rights of publicity or privacy or other legal rights of any third party;

j) to the knowledge of Assignor and its directors and officers, no third party is infringing or otherwise using without its authorization the Assigned Subject Matter or any associated intellectual property interest;

k) to whatever extent the Assigned Subject Matter includes or is derived from third-party subject matter, (i) such third-party subject matter, the owner(s) of rights in such subject matter, and the license of other authorization for use are identified with specificity as "Third Party Content and Rights" in Exhibit A, (ii) Assignor has valid, enforceable and fully transferable perpetual licenses to use, in all manners, as if it were the owner, any such third-party material comprising the Assigned Subject Matter, (iii) Assignor is not in breach or default of such licenses; (iv) it properly conveys those licenses or rights to Assignee; and (v) it has obtained all necessary licensees, releases (whether right of publicity, right of privacy, performance right or

otherwise) necessary for Assignee, its assigns and authorized users to make unrestricted use and exploitation of the Assigned Subject Matter; and

l) the Assigned Subject Matter is not the subject of any judgment, lien, administrative action, agreement, pending actions, demand or other challenge that does or may affect the ownership, validity or enforceability of rights in the Assigned Subject Matter, affect the nature, scope or extent of rights in the Assigned Subject Matter, or subject the possession or use of the Assigned Subject Matter to any license fee or other obligation, and Assignor knows of no threat of or basis for any such action demand or challenge.

3. Assignment. The Assigned Subject Matter shall be the sole and exclusive property of Assignee. Assignor hereby assigns and agrees to assign to Assignee all right, title and interest in and to all Assigned Subject Matter, including all associated patent, copyright, trade secret and other intellectual property rights, therein, and including further without limitation the interests listed in Exhibit A. To whatever extent moral rights, rights of publicity or other intellectual property rights in the Assigned Subject Matter are, by their nature, incapable of assignment, Assignor hereby irrevocably waives, surrenders and forfeits all such rights Assignor may hold in any Assigned Subject Matter. Assignor agrees to execute additional assignments and documents and take such additional steps as Assignee may reasonably request in order to convey, transfer, assign, register, record in the name of Assignee or waive Assignor's interests in Assigned Subject Matter and all intellectual property interests therein. Assignor agrees to provide Assignee or its assigns and successors with

reasonable nonmonetary assistance in the enforcement or defense of its rights in the Assigned Subject Matter.

4. Power of Attorney. In the event that, after reasonably diligent efforts, Assignee has not secured Assignor's signature on any document needed to accomplish any of the purposes set forth in Section 3 above, Assignor hereby appoints any and all officers of Assignee as his/her or his attorney-in-fact for the sole purpose of doing any of the acts of Assignor called for by Section 3 above

5. License of Excluded Subject Matter. Assignor grants to Assignee a fully paid-up, royalty-free, nonexclusive license in perpetuity to use and exploit the Excluded Subject Matter, and to authorize others to do so, in all manners as if it were the owner of all right, title, and interest in and to the Excluded Subject Matter. Assignor makes all warranties and representations in Paragraph 2 with respect to the Excluded Subject Matter as with respect to the Assigned Subject Matter, except that any warranty concerning the power and right to assign shall, with respect to the Excluded Subject Matter, constitute a warranty of the power and right to license. Further, Assignor shall deliver the Excluded Subject Matter to Assignee as provided for with respect to the Assigned Subject Matter in Paragraph 6, and shall indemnify Assignee with respect to the Excluded Subject matter as provided for with respect to the Assigned Subject Matter in Paragraph 9.

6. Delivery. Within seventy-two (72) hours of the execution of this Assignment, Assignor shall deliver to Assignee or its designee all documents and things in his possession, custody or control constituting, comprising, referring to or relating to the Assigned Subject Matter and associated intellectual property interests.

7. Beneficiaries. This Agreement shall inure to the benefit of the parties and their heirs, successors, assigns, insurers and reinsurers.

8. Covenant Not to Use or Infringe. Assignor agrees that it shall not contest or challenge Assignee's sole ownership or and rights in the Assigned Subject Matter, that it shall not infringe or misappropriate Assignee's rights in the Assigned Subject Matter, and that it shall not take any action inconsistent with Assignee's sole ownership of or rights in the Assigned Subject Matter. Assignor agrees not to publish or disclose to any third party without Assignee's express prior written consent any portion of the Assigned Subject Matter that may constitute a trade secret or confidential information (including but not limited to the subject matter of any yet-to-be issued patents).

9. Indemnity. Assignor shall indemnify Assignee and hold it harmless against all claims, causes of action, liability, judgment, damages, fines or expenses (including reasonable attorneys fees) suffered by Assignee, or its successors, assigns, affiliates, representatives, officers, employees or agents, in connection with an actual or threatened third-party claim arising from: (i) a breach by Assignor of any of its warranties or representations in this Assignment Agreement; or (ii) claims that the Assigned Subject Matter or the exploitation thereof infringes, misappropriates or otherwise violates the intellectual property or contractual rights of such third party.

10. General Terms. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and this Agreement supersedes all prior agreements and understandings relating to the subject matter of this Agreement. This Agreement can be

modified only by a written instrument signed by both parties. In the event any provision of this Agreement or portion thereof is finally determined by a court of competent jurisdiction to be void, unenforceable, invalid or otherwise contrary to law or equity, the parties agree to reform (or as necessary, authorize such tribunal to reform) this Agreement to the extent necessary to cure (of, if necessary, delete) such offending term, or portion thereof, and that the remainder of this Agreement that can be given effect without the benefit of such term shall be given effect. This Agreement shall be governed and construed in accordance with the substantive law of the State of California, without regard to its conflict of law rules. Terms of this Agreement that, by their nature, survive the termination of this Agreement, shall so survive.

Signature Page to Assignment of Intellectual Agreement

IN WITNESS WHEREOF, the parties so agree.

ASSIGNOR: WILSHIRE TECHNOLOGIES, INC.

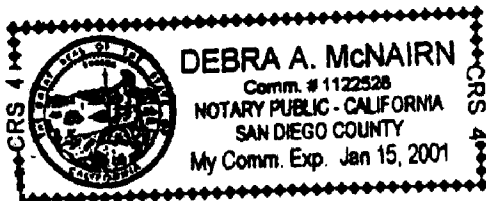
By: Kevin Mulvihill
Title: President & CEO

Acknowledgment

STATE OF CALIFORNIA)
CITY/COUNTY OF SAN DIEGO)

The foregoing instrument was acknowledged before me this 19 day of May, 2000, by Stephen Scibelli, Kevin Mulvihill of Wilshire Technologies, Inc., a California corporation.

Debra A. McNairn
Notary Public



My commission expires: 1/15/01

ASSIGNEE: FOAMEX ASIA CO., LTD.

By: *Stephen P. Scibelli, Jr.*
Stephen P. Scibelli, Jr., President

Acknowledgment

STATE OF California)
CITY/COUNTY OF SAN DIEGO)

The foregoing instrument was acknowledged before me this 19 day of May, 2000, by Stephen P. Scibelli, Jr., President of Foamex Asia Co., Ltd., a limited company organized and existing under the laws of the Kingdom of Thailand.

Debra A. McNairn
Notary Public

My commission expires: 1/15/01

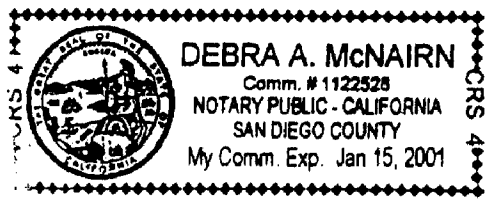


Exhibit A

To
Assignment of Intellectual Property

Description of Assigned Subject Matter Subject to Assignment, pursuant to Section 1

Description of Assigned Subject Matter

All intellectual property interests in, held by and/or used in connection with the Assignor's Wilshire Contamination Control Division.

Patents and Patent Applications (No., Title, Juris., Issue/Filing Date)

<u>No.</u>	<u>Title</u>	<u>Jurisdiction</u>	<u>Issue/Filing Date</u>
5,460,655	HYDROPHILIC FOAM ARTICLE AND SURFACE- CLEANING METHOD FOR CLEAN ROOM	USA	10/24/95
6,004,640	HYDROPHILIC FOAM ARTICLE AND SURFACE- CLEANING METHOD FOR CLEAN ROOM	USA	12/21/99
6,004,363	ABRASIVE ARTICLE AND METHOD FOR MAKING THE SAME	USA	12/21/99

Copyright Registrations and Applications for Registration (Filing or Regis. Date, No.)

None.

Trademarks, Service Marks, Trade Names, Combination Marks and Associated Registrations and Applications for Registration (No., Filing/Issue Date, Mark, Goods or Services, Jurisdiction).

<u>Mark</u>	<u>Jurisdiction</u>	<u>Reg./App. No.</u>	<u>Reg./App. Date</u>	<u>Renewal Date</u>
POLYCLEAN	USA	1896267	5/30/95	5/30/05
ULTRASORB	USA	1804523	11/16/93	11/16/03
ULTRASORB	GERMANY	2066144	05/30/94	01/28/03
ULTRASORB	JAPAN	3188337	08/30/96	08/30/06
ULTRASORB	MALAS	93/00481	01/29/93	01/29/00
ULTRASOLV	USA	2205519	11/24/98	11/24/08
ULTRASOLV	KORSO	435157	12/23/98	12/23/08
ULTRASOLV	THALN	KOR85474	09/24/97	09/23/07
ULTRASOLV	TAIWN	829274	11/30/98	11/30/08
ULTRASOLV	JAPAN	PENDING		
ULTRASOLV	MALAS	PENDING		
ULTRASOLV	SINGP	PENDING		

Third Party Content and Rights in Assigned Subject Matter

None

Licensees of Assigned Subject Matter, pursuant to Section 2(k):

None