

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

3/21/02

RECC

03-22-2002



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks  
102019335

Send original documents or copy thereof.

1. Name of conveying party(ies):

Amco Corporation

- Individual(s)
- General Partnership
- Corporation-State (Illinois)
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Correction of state of 1632/0109  
incorporation of assignor at Reel/Frame: /

Execution Date: 09/15/1997  
Recordation

2. Name and address of receiving party(ies)

Name: L&P Property Management Company

Internal Address:

Street Address: No. 1 Leggett Road  
Carthage, MO 64836

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State (Delaware)
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

ATTORNEY DOCKET NO.: 204956-0001

A. Trademark Application No.(s)

(see attached notice of recordation  
of assignment document)

B. Trademark Registration No.(s)

(see attached notice of recordation  
of assignment document)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

MICHAEL BEST & FRIEDRICH LLC  
~~ATTORNEYS AT LAW~~  
401 NORTH MICHIGAN AVENUE  
CHICAGO, ILLINOIS 60611-4212

Direct Telephone Calls to: Martin L. Stern  
at telephone No. (312) 661-2100. Fax (312) 661-0029

Certificate of Facsimile Transmission

I hereby certify that this paper or fee is being transmitted by facsimile to Sedley Pyne, Assignment Division, Commissioner of Patents and Trademarks at 703-308-7124 on March 21, 2002.

Name: Nancy K. Thompson

Signature Nancy K. Thompson

6. Total number of applications and registrations involved: 32

- 7. Total fee (37 CFR 3.41).....\$ 815  
submitted 12/07/2001 with request for
- Enclosed correction of state of incorporation of assignor\*
- Authorized to be charged to deposit account

\*copy of check enclosed

8. Deposit account number: ~~12-0064~~ 50-1965

(Attach duplicate copy of this page if paying by deposit account)

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.

Martin L. Stern  
Name of Person Signing

Martin L. Stern  
Signature

3/21/02  
Date

Total number of pages including cover sheet, attachments, and document: 11

Mall documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002437 FRAME: 0320

**AMCO TRADEMARKS AND TRADEMARK APPLICATIONS**  
**PAGE 1 OF 3**

| MARK                  | COUNTRY       | TRADEMARK STATUS | APPLICATION DATE | APPLICATION NUMBER | REGISTRATION DATE | REGISTRATION NUMBER | TRADEMARK OFFICE DOCKET NO. |
|-----------------------|---------------|------------------|------------------|--------------------|-------------------|---------------------|-----------------------------|
| AMCO                  | CANADA        | REGISTERED       | 11/02/79         | 446239             | 06/20/80          | 246805              | 201-00046                   |
| AMCO                  | UNITED STATES | REGISTERED       | 10/31/79         | 73/237355          | 05/25/82          | 1196109             | 201-00044                   |
| AMCO                  | UNITED STATES | REGISTERED       | 04/20/94         | 74/515647          | 08/20/96          | 1994374             | 201-00322                   |
| AMCO II               | UNITED STATES | REGISTERED       | 12/21/90         | 74/126384          | 10/28/91          | 1862507             | 201-00243                   |
| AMCO WIRE-<br>WORKS   | UNITED STATES | REGISTERED       | 11/19/79         | 73/239766          | 11/23/82          | 1217601             | 201-00043                   |
| AMCOAT                | UNITED STATES | REGISTERED       | 12/21/80         | 74/126194          | 12/24/81          | 1689448             | 201-00242                   |
| AMCOAT                | UNITED STATES | REGISTERED       | 10/31/73         | 73/05083           | 11/11/75          | 1024667             | 201-00031                   |
| AMTRAX                | UNITED STATES | REGISTERED       | 08/29/86         | 73/617286          | 03/31/87          | 1434777             | 201-00155                   |
| BASIC<br>INGREDIENTS  | UNITED STATES | REGISTERED       | 04/21/93         | 74/381764          | 12/06/94          | 1886139             | 201-00303                   |
| BASIC<br>INGREDIENTS  | UNITED STATES | REGISTERED       | 10/07/93         | 74/444473          | 10/10/95          | 1926183             | 201-00311                   |
| COST-PLUS             | UNITED STATES | REGISTERED       | 03/12/93         | 74/367554          | 06/21/84          | 1841186             | 201-00297                   |
| ESSENTIALS BY<br>AMCO | UNITED STATES | REGISTERED       | 07/16/91         | 74/185828          | 01/26/93          | 1749140             | 201-00259                   |
| GRILLMAN              | UNITED STATES | REGISTERED       | 01/21/86         | 73/578353          | 08/12/86          | 1405013             | 201-00146                   |
| GRILLMAN              | UNITED STATES | REGISTERED       | 04/25/86         | 73/595305          | 12/16/88          | 1420824             | 201-00151                   |
| HOME ON THE<br>RANGE  | UNITED STATES | REGISTERED       | 03/15/95         | 74/648810          | 10/08/96          | 2007159             | 201-00346                   |

**AMICO TRADEMARKS AND TRADEMARK APPLICATIONS**  
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|----------------------------------|---------------|------------------|------------------|--------------------|-------------------|---------------------|-----------------------------|
| HOUSEWORKS                       | UNITED STATES | REGISTERED       | 03/31/86         | 73/590898          | 12/30/86          | 1422885             | 201-00148                   |
| HOUSEWORKS                       | UNITED STATES | REGISTERED       | 09/04/86         | 73/619034          | 06/30/87          | 1444886             | 201-00169                   |
| MAGIC WALL                       | UNITED STATES | PENDING          | 01/31/95         | 74/627881          |                   |                     | 201-00338                   |
| MISC. DESIGN                     | UNITED STATES | PENDING          | 02/13/86         | 75/057256          |                   |                     | 201-00350                   |
| MOD A FLEX                       | UNITED STATES | REGISTERED       | 03/14/94         | 74/500299          | 03/14/95          | 1883621             | 201-00321                   |
| MUFFIN WORKS                     | UNITED STATES | PENDING          | 08/28/86         | 75/157308          |                   |                     | 201-00362                   |
| PIZZAWORKS                       | UNITED STATES | REGISTERED       | 03/25/93         | 74/74371862        | 03/14/95          | 1884166             | 201-00299                   |
| PLASTEEL                         | UNITED STATES | REGISTERED       | 10/19/87         | 73/590680          | 07/26/88          | 1497766             | 201-00185                   |
| POLYGARD                         | UNITED STATES | REGISTERED       | 12/13/79         | 73/242743          | 02/01/83          | 1225623             | 201-00049                   |
| POPCORN CATCHERS                 | UNITED STATES | REGISTERED       | 12/06/91         | 74/228849          | 12/22/92          | 1742555             | 201-00278                   |
| PROFESSIONAL PERFORMANCE         | UNITED STATES | REGISTERED       | 04/21/93         | 74/382728          | 06/13/95          | 1899459             | 201-00302                   |
| QUALITY-PLUS                     | UNITED STATES | REGISTERED       | 03/12/93         | 74/367350          | 06/21/94          | 1841185             | 201-00286                   |
| SHELVING BY THE INCH             | UNITED STATES | REGISTERED       | 11/18/93         | 74/459522          | 10/03/95          | 1924641             | 201-00315                   |
| SYSTEM 1000                      | UNITED STATES | REGISTERED       | 08/14/91         | 74/184658          | 09/28/93          | 1795889             | 201-00267                   |
| TAKE 10                          | UNITED STATES | REGISTERED       | 03/09/81         | 73/300194          | 06/22/82          | 1198769             | 201-00060                   |
| THE PERFECT WINE RACK            | ILLINOIS      | REGISTERED       |                  |                    | 07/08/80          | 48896               | 201-00051                   |
| THE PERFECT WINE RACK AND DESIGN | UNITED STATES | REGISTERED       | 07/21/80         | 73/271055          | 12/06/83          | 1260547             | 201-00054                   |

**AMCO TRADEMARKS AND TRADEMARK APPLICATIONS  
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| TOSCANA         | UNITED STATES | PENDING          | 02/15/95         | 74/634495          |                   |                     | 201-00337                   |
| VEGETABLE PATCH | UNITED STATES | REGISTERED       | 02/17/95         | 74/635668          | 10/09/96          | 2007110             | 201-00341                   |



100536260

To the Honorable Commissioner of Patents

original documents or copy thereof

|  |  |
|--|--|
| <p>1. Name of conveying party(ies).<br/>Amco Corporation</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association<br/> <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership<br/> <input checked="" type="checkbox"/> Corporation-State (Delaware)<br/> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies)<br/>Name: <u>L&amp;P Property Management Company</u><br/>Internal Address: _____<br/>Street Address: <u>No. 1 Leggett Road</u><br/>City: <u>Carthage</u> State: <u>MO</u> ZIP: <u>64836</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____<br/> <input type="checkbox"/> Association _____<br/> <input type="checkbox"/> General Partnership _____<br/> <input type="checkbox"/> Limited Partnership _____<br/> <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u><br/> <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br/> (Designations must be a separate document from assignment)<br/> Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p> |
| <p>3. Nature of conveyance:<br/> <input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger<br/> <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name<br/> <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>January 8, 1997</u></p>   |  |
| <p>4. Application number(s) or patent number(s).<br/> A. Trademark Application No (s)<br/> <u>(see attached list)</u><br/> B. Trademark Registration No. (s)<br/> <u>(see attached list)</u></p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>   |  |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed.<br/> Name <u>John D. Poffenberger</u><br/> Internal Address: <u>WOOD, HERRON &amp; EVANS, L.L.P.</u><br/> _____<br/> _____<br/> Street Address <u>2700 Carew Tower</u><br/> _____<br/> City: <u>Cincinnati</u> State: <u>OH</u> ZIP: <u>45202</u></p>   | <p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">32</span></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>815.00 E</u><br/> <input type="checkbox"/> Enclosed (previously submitted) see attached<br/> <input checked="" type="checkbox"/> Authorized to be charged to deposit account (if deficiencies occur)</p> <p>8. Deposit account number:<br/> <u>23-3000</u><br/> <small>(Attach duplicate copy of this page if paying by deposit account)</small></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.*

John D. Poffenberger      [Signature]  
Name of Person Signing      Signature

5/6/97      7/6/97  
Date      Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required Commissioner of Patents & Trademark Washington, D.C. 205

**AMCO TRADEMARKS AND TRADEMARK APPLICATIONS**  
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| AMTRAX                | UNITED STATES | REGISTERED       | 08/29/86         | 73/617296          | 03/31/87          | 1434777             | 201-00155                   |
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| MAGIC WALL                       | UNITED STATES | PENDING          | 01/31/95         | 74/627881          |                   |                     | 201-00338                   |
| MISC. DESIGN                     | UNITED STATES | PENDING          | 02/13/96         | 75/057256          |                   |                     | 201-00350                   |
| MOD A FLEX                       | UNITED STATES | REGISTERED       | 03/14/94         | 74/500298          | 03/14/95          | 1883621             | 201-00321                   |
| MUFFIN WORKS                     | UNITED STATES | PENDING          | 08/28/86         | 75/157308          |                   |                     | 201-00362                   |
| PIZZAWORKS                       | UNITED STATES | REGISTERED       | 03/25/93         | 74/74371862        | 03/14/95          | 1884166             | 201-00299                   |
| PLASTEEL                         | UNITED STATES | REGISTERED       | 10/19/87         | 73/690680          | 07/26/88          | 1497766             | 201-00185                   |
| POLYGARD                         | UNITED STATES | REGISTERED       | 12/13/79         | 73/242743          | 02/01/83          | 1225623             | 201-00049                   |
| POPCORN CATCHERS                 | UNITED STATES | REGISTERED       | 12/08/91         | 74/228848          | 12/22/92          | 1742555             | 201-00278                   |
| PROFESSIONAL PERFORMANCE         | UNITED STATES | REGISTERED       | 04/21/83         | 74/382728          | 06/13/95          | 1698459             | 201-00302                   |
| QUALITY-PLUS                     | UNITED STATES | REGISTERED       | 03/12/93         | 74/387350          | 08/21/94          | 1841185             | 201-00286                   |
| SHELVING BY THE INCH             | UNITED STATES | REGISTERED       | 11/18/93         | 74/459522          | 10/03/95          | 1924641             | 201-00315                   |
| SYSTEM 1000                      | UNITED STATES | REGISTERED       | 08/14/91         | 74/194658          | 09/28/93          | 1795888             | 201-00267                   |
| TAKE 10                          | UNITED STATES | REGISTERED       | 03/09/81         | 73/300194          | 06/22/82          | 1198769             | 201-00060                   |
| THE PERFECT WINE RACK            | ILLINOIS      | REGISTERED       |                  |                    | 07/08/80          | 48895               | 201-00051                   |
| THE PERFECT WINE RACK AND DESIGN | UNITED STATES | REGISTERED       | 07/21/80         | 73/271065          | 12/06/83          | 1280547             | 201-00054                   |

AMCO TRADEMARKS AND TRADEMARK APPLICATIONS  
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| VEGETABLE PATCH | UNITED STATES | REGISTERED       | 02/17/95         | 74/635668          | 10/08/86          | 2007110             | 201-00341                   |



### ASSIGNMENT OF TRADEMARKS

WHEREAS, AMCO CORPORATION, an Illinois corporation, having offices located at 901 N. Kilpatrick Avenue, Chicago, IL 60651 ("ASSIGNOR"), owns all right, title and interest to the trademarks and applications and registrations therefor listed on Schedule A attached hereto and made a part hereof and the goodwill of the business symbolized by the aforesaid trademarks;

WHEREAS, L & P PROPERTY MANAGEMENT COMPANY, a Delaware corporation having offices located at No. 1 Leggett Road, Carthage, Missouri 64836 ("ASSIGNEE"), desires to acquire all of ASSIGNOR's right, title and interest to the aforesaid trademarks and registrations and applications therefor listed on attached Schedule A and the goodwill of the business symbolized by said trademarks; and

WHEREAS, ASSIGNOR and LEGGETT & PLATT INCORPORATED, a Missouri corporation having offices located at No. 1 Leggett Road, Carthage, Missouri 64836 are parties to a certain Asset Purchase Agreement dated as of December 20, 1996, (hereinafter "the Agreement"), pursuant to which ASSIGNOR has agreed to sell and ASSIGNEE has agreed to purchase certain rights, properties, assets, claims, contracts and businesses of ASSIGNOR including, without limitation, the trademarks and registrations and applications therefor listed on attached Schedule A and the goodwill of the business symbolized by the aforesaid trademarks, and LEGGETT & PLATT INCORPORATED has requested ASSIGNOR to transfer to ASSIGNEE, which is a wholly-owned subsidiary of LEGGETT & PLATT INCORPORATED, pursuant to the Agreement, the trademarks and registrations and applications therefor listed on attached Schedule A and the goodwill of the business symbolized by the aforesaid trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR has sold, transferred, and assigned and by these presents does hereby sell, transfer, and assign to ASSIGNEE, its successors, assigns and legal representatives, all of the right, title, and interest in and to said trademarks and registrations and applications therefor listed on attached Schedule A, and the goodwill of the business symbolized by said trademarks, together with all rights under any applicable international treaties and agreements, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of this Assignment, including without limitation, all worldwide rights to the aforesaid trademarks, registrations and applications therefor, the goodwill of the business symbolized by said trademarks and the right to sue and collect for all future, present and past infringements thereof, including infringements which may have occurred prior to the execution of this Assignment.

ASSIGNOR agrees: (a) to execute (i) all necessary papers throughout the world to be used in connection with the trademarks and registrations and applications therefor listed on attached Schedule A as ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the trademarks and registrations and applications therefor listed on attached Schedule A, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any foreign applications for the trademarks and registrations and applications therefor listed on attached Schedule A; (b) to cooperate with ASSIGNEE at ASSIGNEE's expense in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) at ASSIGNEE's expense to perform all other affirmative acts which in ASSIGNEE's reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the trademarks and registrations and applications therefor listed on attached Schedule A. These obligations of assistance by Assignor shall survive closing related to the Agreement and shall continue for so long as Assignee may require such assistance from Assignor.

ASSIGNOR hereby grants to the law firm of Wood, Herron & Evans, P.L.L., 2700 Carew Tower, Cincinnati, Ohio 45202, authority and power to insert on this instrument any further information which may be necessary or desirable for identifying any of the trademarks or trademark registrations listed on attached Schedule A for purposes of recordation in the United States Patent and Trademark Office or in any foreign country.

IN WITNESS WHEREOF this Assignment has been duly executed by an authorized officer of ASSIGNOR and is effective, nunc pro tunc, as of January 8 1997.

AMCO CORPORATION

By: [Signature]  
Title: \_\_\_\_\_

Dated: 1/8/97

STATE OF \_\_\_\_\_ )  
  )       SS.  
COUNTY OF \_\_\_\_\_ )

I, Keith H. Berk do hereby certify that the above-mentioned person appeared before me this day, and acknowledged that this Assignment was signed and delivered as the free and voluntary act of said person on behalf of the identified corporation with authority to do so, for the uses and purposes therein set forth.

Given under my hand and seal this 8th day of January 1997.

[Signature]  
Notary Public



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