

FORM PTO-1594 (Rev. 6-93) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE
TRADEMARKS ONLY Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies) Uniroyal Engineered Products, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Other-Delaware Limited Liability Company</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) Name: UEP ACQUISITION LLC</p> <p>Internal Address:</p> <p>Street Address: 190 Coconut Avenue, Suite 1-B</p> <p>City: Sarasota State: Florida Zip: 34236</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other-New York Limited Liability Company</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: 10/17/2003</p>	

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) **76/502272** B. Trademark Registration No.(s) **1346171**
Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Mary B. Aversano Internal Address: Kramer Levin Naftalis & Frankel LLP Street Address: 919 Third Avenue City: New York State: New York Zip: 10022</p>	<p>6. Total number of applications and registrations involved..... 12</p> <p>7. Total fee (37 CFR 3.41) \$325.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account # 50-0540</p> <p>8. Deposit account number: 50-0540 (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Mary B. Aversano, Esq. *Mary B. Aversano* **April 26, 2004**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **15**

CH \$326.00 600640 76602272

RFCST.PTO

**RECORDATION FORM COVER SHEET
CONTINUATION SHEET
ITEM 4. APPLICATION NUMBER(s) OR REGISTRATION NUMBER(s)**

UNITED STATES TRADEMARKS MARKS

<u>MARK</u>	<u>APPLICATION/REGISTRATION NUMBER</u>
2/200	1,346,171
BEAUTY GARD	1,919,826
DURAN (Stylized)	0,523,708
NAUGAFORM	0,925,738
NAUGAHYDE	0,354,435
NAUGALON	0,810,004
NEOCHROME	1,334,305
SPIRIT MILLENIUM	2,248,196
DKE	1,241,708
NAUGA	0,876,281
MISCELLANEOUS DESIGN	0,865,548
NAUGA	76,502,272

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is dated as of October 17, 2003 ("Effective Date"), by and among Uniroyal Technology Corporation, a Delaware corporation, Uniroyal Engineered Products, LLC, a Delaware limited liability company (the successor in interest to Uniroyal Engineered Products, Inc. by change of corporate form) and Uniroyal Engineered Products Inc. (by Uniroyal Engineered Products, LLC, its successor in interest by change of corporate form) (collectively, "Assignors"), and UEP Acquisition LLC, a New York limited liability company ("Assignee").

Assignors and Assignee are herein collectively referred to as "the Parties." Capitalized terms not otherwise defined herein, shall have the meaning set forth in the Amended and Restated Asset Purchase Agreement by and among the Parties dated as of September 19, 2003 ("Purchase Agreement").

WHEREAS, in furtherance of the purchase by Assignee of substantially all of the assets of the Business, and the goodwill associated therewith, pursuant to the Purchase Agreement, Assignors desire to assign all rights, title and interest in and to all Purchased Intellectual Property, and Assignee desires to acquire all rights, title and interest in and to such Purchased Intellectual Property.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, and in the Purchase Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignors hereby unconditionally and irrevocably sell, assign, transfer and convey to Assignee, free and clear of all Encumbrances, all rights, title and interest in and to the Purchased Intellectual Property, and the goodwill associated therewith, including, without limitation: (i) the patents identified on the attached Schedule 1; (ii) the trademark registrations and applications identified on the attached Schedule 2; (iii) the domain names identified on the attached Schedule 3; and (iv) any claims, demands, causes of action and rights of recovery of any kind with respect to, and any other rights relating to the enforcement of, the Purchased Intellectual Property, including, without limitation, any claims, demands and causes of action for any infringement, misappropriation, dilution or other violation of any of the Purchased Intellectual Property, existing prior to, on or after the Effective Date.

2. Assignors hereby agree to take any actions and to execute and deliver any further documents necessary or reasonably requested by Assignee to effectuate, validate, record, perfect and enforce this Assignment.

3. The Parties authorize and request the Commissioner of Patents and Trademarks of the United States, and any equivalent official(s) of any foreign country, to record this Assignment.

4. Assignors agree to provide all evidence, documentation, materials and testimony necessary or reasonably requested by Assignee to record, maintain, register, protect, enforce or defend the Purchased Intellectual Property and Assignee's rights therein.

5. Assignors hereby appoint Assignee their attorney-in-fact, with full authority in the place and stead of each Assignor, and in the name of each Assignor, solely to take any action and to create any instrument that may be necessary or desirable to register, effectuate, validate, record, maintain, perfect, enforce or defend this Assignment and Assignee's rights in the Purchased Intellectual Property, including the right to execute such documents as may be required by (a) the domain name registrars to effect the transfer of the domain names identified on Schedule 3; and (b) the patent and trademark registration authorities so that the records of such authorities record (i) Uniroyal Engineered Products, LLC as the subsequent owner of the patents, identified on Schedule 1, and the trademark registrations and applications identified on Schedule 2, and (ii) the assignment by Uniroyal Engineered Products, LLC to UEP Acquisition LLC of ownership of such patents, and trademark registrations and applications.

6. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof. For so long as the Assignors are subject to the jurisdiction of the Bankruptcy Court, the Parties hereto irrevocably select the Bankruptcy Court as the sole judicial forum for the adjudication of any dispute between Assignors and Assignee arising under or in connection with this Agreement, and consent to the jurisdiction of, the Bankruptcy Court. After Assignors are no longer subject to the jurisdiction of the Bankruptcy Court, the Parties hereto irrevocably select as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of New York, State of New York for the Southern District of New York.

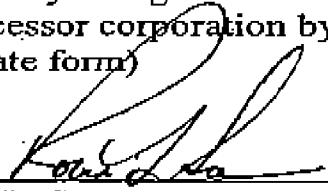
7. This Assignment may be executed in counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

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IN WITNESS WHEREOF, the undersigned have entered into this Assignment,
s of the Effective Date.

Assignors:


Uniroyal Engineered Products, Inc.
(by Uniroyal Engineered Products, LLC
its successor corporation by change of
corporate form)

By: 
Name: Robert L. Soran
Title: President

Uniroyal Technology Corporation

By: 
Name: George J. Zulas, Jr.
Title: Executive Vice President and Chief
Financial Officer

Uniroyal Engineered Products, LLC

By: 
Name: Robert L. Soran
Title: President

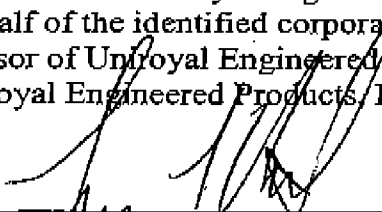
Assignee:

UEP Acquisition LLC

By: _____
Name:
Title:

State of Florida)
)
County of Hillsborough)

On this fifteenth day of October, 2003, before me appeared Robert L. Soran, the person who signed this instrument on behalf of Uniroyal Engineered Products Inc., who acknowledged that he signed it on behalf of the identified corporation as President of Uniroyal Engineered Products, LLC, the successor of Uniroyal Engineered Products, Inc. by change of corporate form, and on behalf of Uniroyal Engineered Products, LLC and pursuant to authority duly received.



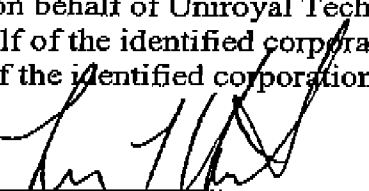
Notary Public



Leon T Hunt
My Commission DD229822
Expires July 08, 2007

State of Florida)
)
County of Hillsborough)

On this fifteenth day of October, 2003, before me appeared George J. Zulanis, Jr., the person who signed this instrument on behalf of Uniroyal Technology Corporation, who acknowledged that he signed it on behalf of the identified corporation as Executive Vice President and Chief Financial Officer of the identified corporation and pursuant to authority duly received.



Notary Public



Leon T Hunt
My Commission DD229822
Expires July 08, 2007

IN WITNESS WHEREOF, the undersigned have entered into this Assignment, effective as of the Effective Date.

Assignors:

Uniroyal Engineered Products, Inc.
(by Uniroyal Engineered Products, LLC
its successor corporation by change of
corporate form)

By: _____
Name: Robert L. Soran
Title: President

Uniroyal Technology Corporation

By: _____
Name: George J. Zulanis, Jr.
Title: Executive Vice President and Chief
Financial Officer

Uniroyal Engineered Products, LLC

By: _____
Name: Robert L. Soran
Title: President

Assignee:

UEP Acquisition LLC

By:  _____
Name:
Title:

State of _____)
County of _____)

On this ___ day of _____, 2003, before me appeared _____, the person who signed this instrument on behalf of Uniroyal Engineered Products LLC, who acknowledged that he/she signed it on behalf of the identified corporation as _____ of the identified corporation and pursuant to authority duly received.

Notary Public

State of New York)
County of New York)

On this 11th day of October 2003, before me appeared Monrad R. Curd the person who signed this instrument on behalf of UEP Acquisition LLC, who acknowledged that he/she signed it on behalf of the identified corporation as Chairman and CEO of the identified corporation and pursuant to authority duly received.

Liliya Suris
Notary Public

LILIYA SURIS
NOTARY PUBLIC, State of New York
No. 01SU6014860
Qualified in Kings County
Certificate Filed in New York County
Commission Expires 09.19.2006

SCHEDULE 1

PATENTS

Patent Name	Patent No./ Application No.	Country	Status
Flame Retardant Fabric Structure	4,987,026 Issue Date: 1/22/91	U.S.	Current
Laminated Fabric Structure Containing Micro Spheres & Process for Making Same	4,610,923 Issue Date 9/9/86	U.S.	Current
Low Smoke Plasticized Polyvinyl Chloride	4,464,502 Issue Date 8/7/84	U.S.	Current

SCHEDULE 2
TRADEMARKS

Trademark	Country	Registration/ Application No.	Status
2/200	Canada	353,746 (Sched. IIA 353,716) Reg. Date 3/23/89	Current
2/200	U.S.	1,346,171 Reg. Date 7/2/85	Current
All American	U.S.	2,492,930 Reg. Date 9/25/01	Current
Beautygard	Australia	A621044 (Sched. IIA 1,919,826) Reg. Date 1/25/95	Current
Beautygard	Canada	459,734 Reg. Date 6/21/96	Current
Beautygard	Mexico	507,148 Reg. Date 10/19/95	Current
Beautygard	U.S.	1,919,826 Reg. Date 9/19/95	Current
Capilair	Canada	244,414 Reg. Date 5/2/80	Current
Capilair	United Kingdom	1,100,454 Reg. Date 8/21/78	Current
Duran	U.S.	523,708 Reg. Date 4/11/50	Current
Duran	Canada	38,733	Current

Trademark	Country	Registration/ Application No.	Status
		Reg. Date 6/9/50	
Nauga	Australia	233,492 Reg. Date 10/23/69	Current
Nauga Design	Australia	233,493 Reg. Date 10/23/69	Current
Nauga	Benelux	58,536 Reg. Date 9/17/71	Current
Nauga	France	1,455,210 Reg. Date 1/13/78	Current
Nauga	U.S.	876,281 Reg. Date 9/9/69	Current
Nauga	U.S. (Class 24)	Serial No. 76/502,272	Pending
Nauga Design	France	1,455,209 Reg. Date 1/20/78	Current
Nauga Logo	U.S.	865,548 Reg. Date 3/4/69	Current
Nauga Photo Design	France	1,455,211 Reg. Date 1/20/78	Current
Naugaform	U.S.	925,738 Reg. Date 12/21/77	Current
Naugahyde	Australia	186,027 Reg. Date 2/19/64	Current
Naugahyde	Austria	43,183 Reg. Date 4/8/60	Current
Naugahyde	Benelux	069,424 Reg. Date 10/22/71	Current

Trademark	Country	Registration/ Application No.	Status
Naugahyde	Canada	106,467 Reg. Date 4/26/57	Current
Naugahyde	Chile	455708 (Sched. IIA 303,704) Reg. Date 12/3/75 (303,704 Former Reg. No.)	Current
Naugahyde	Denmark	00910/60 Reg. Date 4/9/60	Current
Naugahyde	Ecuador	1925 Reg. Date 7/6/76	Current
Naugahyde	Federal Republic of Germany	747756 Reg. Date 2/23/60	Current
Naugahyde	France	1,287,567 Reg. Date 10/23/84	Current
Naugahyde	France	1,455,212 (Sched. IIA 1,455,210) Reg. Date 3/18/88 (1,287,874 Old No. Reg. Date 2/26/60)	Current
Naugahyde	Greece	33,791 Reg. Date 7/15/65	Current
Naugahyde	Italy	380,516 Reg. Date 11/20/85	Current
Naugahyde	Norway	55,283 Reg. Date 2/22/60	Current
Naugahyde	Paraguay	211062 (Sched. IIA 74,857) Reg. Date 10/3/75	Current

Trademark	Country	Registration/ Application No.	Status
		(115256 Old No.)	
Naugahyde	Poland	53,394 Reg. Date 2/3/85	Current
Naugahyde	Sweden	89985 Reg. Date 7/22/60	Current
Naugahyde	Switzerland	303,828 Reg. Date 2/24/60	Current
Naugahyde	Taiwan	437,462 Reg. Date 4/1/89	Current
Naugahyde	Thailand	TM7368 (Sched. IIA 344,440) Reg. Date 11/6/78	Current
Naugahyde	Thailand	TM73680 (Sched. IIA 34,441) Reg. Date 11/6/78	Current
Naugahyde	U.S.	0,354,435 Reg. Date 2/15/38	Current; Renewed
Naugahyde in Katakana	Japan	2,670,169 (Sched. IIA 2,670,619) Reg. Date 5/31/94	Current
Naugalite	Canada	380,185 Reg. Date 2/15/91	Current
Naugalon	U.S.	810,004 Reg. Date 6/21/66	Current
Naugasoft	U.S.	2,422,036 Reg. Date 1/16/01	Current
Neochrome	Canada	318,960 (Sched. IIA	Current

Trademark	Country	Registration/ Application No.	Status
		318,950) Reg. Date 9/26/86	
Neochrome	U.S.	1,334,305 Reg. Date 5/7/85	Current
Spirit Millennium	U.S.	2,248,196 Reg. Date 5/25/99	Current; Registered

SCHEDULE 3
DOMAIN NAMES

Naugahyde.com
Naugahyde.org
Naugahyde.net
Nauga.com
Nauga.org
UniroyalUEP.com