

12-02-2003

Attorney Docket No. 4003-10800

RE



U.S. DEPARTMENT OF COMMERCE

102612771

Patent and Trademark Office

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

1. Name of conveying party(ies) **9-8-03**
 The Stearns Technical Textiles Company

Individual Association
 General Partnership Limited Partnership
 Corporation-State-Ohio
 Other _____

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

2. Name and address of receiving party(ies):
 Name: L & P Property Management Company
 Internal Address:
 Street Address: 4095 Firestone Blvd. **SEP 8 2003**
 City/State/Zip: South Gate, CA 90280

Individual 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) and address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other --
 Execution Date: July 28, 2003

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

A. Trademark Application No.(s)

Mark if additional numbers attached

B. Trademark Registration No.(s):
See Attached Appendix A

5. Name and address of party to whom correspondence concerning document should be mailed:
 Kristin Jordan Harkins
 CONLEY ROSE, P.C.
 5700 Granite Parkway, Suite 330
 Plano, TX 75024

6. Total number of applications and registration involved: 10

7. Total fee (37 CFR 3.41) \$ 265.00
 Withdraw from Deposit Account No. 50-1515
 Any deficiencies or overpayments are authorized to be charged to or credited to deposit account

8. Deposit Account Number: 50-1515
 (Attach duplicate copy of this page if paying by deposit account)

09/26/2003 6TOM11 00000181 501515 1259066
 01 FC:8521 40.00 DA
 02 FC:8522 225.00 DA

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.

Kristin Jordan Harkins Kristin Jordan Harkins 9-4-03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 9

APPENDIX A

- U.S. Reg. No. 0,150,127 for the mark MOUNTAIN MIST registered 12/27/1921
- U.S. Reg. No. 1,058,456 for the mark PILLOWLOFT registered 02/08/1977
- U.S. Reg. No. 1,136,227 for the mark MOUNTAIN MIST registered 05/27/1980
- U.S. Reg. No. 1,207,283 for the mark COMFORTLOFT registered 09/07/1982
- U.S. Reg. No. 1,258,578 for the mark GOOD STUFF registered 11/22/1983
- U.S. Reg. No. 1,259,066 for the mark BB SATIN STAR registered 11/29/1983
- U.S. Reg. No. 1,401,254 for the mark QUILT-LIGHT registered 07/15/1986
- U.S. Reg. No. 1,425,419 for the mark STEARNS registered 01/20/1987
- U.S. Reg. No. 1,454,271 for the mark STEARNS registered 08/25/1987
- U.S. Reg. No. 1,457,420 for the mark WONDERLOFT registered 09/15/1987

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of July 28, 2003, is made by and among **THE STEARNS TECHNICAL TEXTILES COMPANY**, an Ohio corporation with its principal place of business situated in the State of Ohio ("Seller"); **LEGGETT & PLATT, INCORPORATED**, a Missouri corporation with its principal place of business situated in the State of Missouri ("Buyer"); and **L&P PROPERTY MANAGEMENT COMPANY**, a company related to Buyer and a Delaware corporation with its principal place of business situated in the State of California ("L&P").

RECITALS

WHEREAS, pursuant to a certain Asset Purchase Agreement ("APA") (capitalized terms not otherwise defined herein shall have the meanings given them in the APA) executed on or about the date of this Assignment, Buyer is purchasing from Seller certain assets and properties, including without limitation trademarks, company names and domain names, which are used by Seller in the operation of the Business, for the production of the Products; and

WHEREAS, Seller and Buyer desire to formalize their agreement as to the assignment of the trademarks, company names and domain names used by Seller in the operation of the Business, including without limitation all of Seller's right, title and interest in, to and under the trademarks, company names and domain names as used in the Business, together with the goodwill of the business symbolized by the same; and,

WHEREAS, Buyer desires to direct Seller to assign certain of the trademarks and company names to its related company, L&P.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties intending to be legally bound agree as follows:

1. Representations and Warranties: All representations and warranties made by Seller, in the APA are incorporated into this Assignment.
2. Trademark Assignment: Seller does hereby sell, assign and transfer unto L&P, its successors, assigns and legal representatives, all of Seller's right, title and interest in all Trademarks which are used by Seller in the Business, including without limitation the trademarks set forth in the attached Exhibit A, the goodwill of the business symbolized by the trademarks, the registrations and application(s) for registration thereof in all countries, and all common law rights. This sale, assignment and transfer includes the right to recover all damages resulting from prior infringement of such Trademarks, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres.
3. Transferred Name Rights Assignment: Seller does hereby sell, assign and transfer unto L&P, its successors, assigns and legal representatives, all of Seller's right, title and interest in the company names STEARNS, STEARNS TECHNICAL TEXTILES, and STEARNS TEXTILES, for exclusive use in connection with the Business and the Products only (the "Transferred Name Rights"). Such sale, assignment and transfer shall include the goodwill of the business symbolized by the Transferred Name Rights, the registrations and application(s) for registration thereof, all common law rights, and the right to recover all damages resulting from prior infringement of the Transferred Name

Rights, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, to the extent relating to the Transferred Name Rights. Buyer acknowledges that Seller retains all rights to STEARNS, STEARNS TECHNICAL TEXTILES, and STEARNS TEXTILES in connection with its industrial division and will continue to use such names in connection with its industrial division.

4. Domain Name Assignment: Seller does hereby sell, assign and transfer unto Buyer, its successors, assigns and legal representatives, all of Seller's right, title and interest in the domain name used by Seller in connection with the Business, being the domain name "stearnstextiles.com" (subject to the terms and conditions of the side letter agreement between Seller and Buyer, dated July 23, 2003).

5. Cessation of Use of the Trademarks, Transferred Name Rights and Domain Names: Upon execution of this Assignment, Seller agrees to cease from all further use of the Trademarks, the Transferred Name Rights and the domain name "stearnstextiles.com" (subject to the terms and conditions of the side letter agreement between Seller and Buyer, dated July 23, 2003), the rights to which are sold, assigned and transferred pursuant to this Assignment, and agrees not to use any mark, name or domain name which is confusingly similar to such Trademarks; except that Seller may continue to use the name STEARNS, STEARNS TECHNICAL TEXTILES and STEARNS TEXTILES in connection with its industrial division.

6. Delivery of Materials: Upon execution of this Assignment, Seller shall deliver to Buyer all of Seller's documents and files relating to the Trademarks, the Transferred Name Rights and the domain name "stearnstextiles.com", the rights of which are sold, assigned and transferred pursuant to this Assignment, including without limitation all trademark and service mark applications and registration files, all Certificates of Registrations and all other written or electronic documents displaying the Trademarks, the Transferred Name Rights and the domain name "stearnstextiles.com". Seller shall be permitted to retain copies of all such documents and files.

Any materials mentioned in this section which are held by Seller's counsel or any third party from which Seller has the right to obtain such materials shall be considered Seller's documents and files.

7. Additional Documents: Seller shall execute any further documents requested by Buyer to document the Buyer's or L&P's rights granted herein, such as formal assignments of trademark and domain name transfers suitable for recording in the applicable United States or foreign national trademark offices or with the applicable domain name registration authority.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE STEARNS TECHNICAL TEXTILES COMPANY

By: *Thomas L. Dunham*
Name: THOMAS L. DUNHAM
Title: Interim CEO

County of HAMILTON
State of OHIO

On this 28th day of July, 2003, personally appeared before me, Thomas L. Dunham, to me known and known to me to be the person aforesaid, who duly acknowledged the signing of the foregoing instrument to be his/her voluntary act and deed, and as Interim CEO (title) of The Stearns Technical Textiles Company did execute the same for the uses and purposes therein set forth.

(Seal)

Charles M. Meyer
Notary Public

CHARLES M. MEYER, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

LEGGETT & PLATT, INCORPORATED

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE STEARNS TECHNICAL TEXTILES COMPANY

By: _____

Name: _____

Title: _____

County of _____

State of _____

On this _____ day of _____, 2003, personally appeared before me, _____, to me known and known to me to be the person aforesaid, who duly acknowledged the signing of the foregoing instrument to be his/her voluntary act and deed, and as _____ (title) of The Stearns Technical Textiles Company did execute the same for the uses and purposes therein set forth.

(Seal)

Notary Public

LEGGETT & PLATT, INCORPORATED

By: Robert A. Wagner

Name: Robert A. Wagner

Title: Vice President-Mergers & Acquisitions

Acknowledged and Accepted By:

L&P PROPERTY MANAGEMENT COMPANY

By: *Gene B. Kartchner*

Name: Gene B. Kartchner

Title: Vice President

EXHIBIT A - TRADEMARKS

Registered Trademarks:

BB SATIN STAR

U.S. Trademark Registration No. 1,259,066
Registered November 29, 1983

COMFORTLOFT

U.S. Trademark Registration No. 1,207,283
Registered September 7, 1982

GOOD STUFF

U.S. Trademark Registration No. 1,258,578
Registered November 22, 1983

MOUNTAIN MIST

U.S. Trademark Registration No. 150,127
Registered December 27, 1921

MOUNTAIN MIST

U.S. Trademark Registration No. 1,136,227
Registered May 27, 1980

PILLOWLOFT

U.S. Trademark Registration No. 1,058,456
Registered February 8, 1977

QUILT-LIGHT

U.S. Trademark Registration No. 1,401,254
Registered July 15, 1986

STEARNS

U.S. Trademark Registration No. 1,425,419
Registered January 20, 1987

STEARNS

U.S. Trademark Registration No. 1,454,271
Registered August 25, 1987

WONDERLOFT

U.S. Trademark Registration No. 1,457,420
Registered September 15, 1987

FATT BATT

Canadian Trademark Registration No. 364,474
Registered January 19, 1990

MOUNTAIN MIST
Canadian Trademark Registration No. TMDA055882
Registered December 7, 1932

PILLOWLOFT
Canadian Trademark Registration No. 358,160
Registered July 7, 1989

Applications for Trademark Registration:

MOUNTAIN MIST
Canadian Trademark Application No. 158,842 01
Filed November 8, 2002

Unregistered Trademarks:

BLUE RIBBON
CREAM ROSE
DESIGNER'S CHOICE
ENSURE
FATT BATT
FIBERLOFT
GOLD
GOLD-FUSE
LUXURY LOFT
MOUNTAIN MIST BLUE RIBBON
MOUNTAIN MIST GOLD
MOUNTAIN MIST GOLD-FUSE
MOUNTAIN MIST WHITE GOLD
PRINT-FAB
WHITE GOLD
WHITE ROSE
QUALITY QUILT BATTING
100% BLENDED NATURAL COTTON BATTING
MOUNTAIN MIST STENCIL TEMPLATE MATERIALS
BB SATIN STAR PUFFY LEG WRAPS

Assignor: The Stearns Technical Textiles Company (OH Corp)

Assignee: L & P Property Management Company (DE Corp)

4003-10800 thru 4003-11700

KJH/slh:cj

U.S. Trademark Registration Nos.

0,150,127	1,058,456	1,136,227	1,207,283
1,258,578	1,259,066	1,401,254	1,425,419
1,454,271	1,457,420		

The date stamp of the mail room of the U.S. Patent & Trademark Office hereon will acknowledge receipt of Recordation Form Cover Sheet (9 pages, including Trademark Assignment and Appendix A), transmittal letter, and this acknowledgement post card, mailed by U.S. Postal Service, 1st class mail, postage prepaid on 9/4/2003.