

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RBX Industries, Inc.		06/10/2004	CORPORATION: DELAWARE
RBX Corporation		06/10/2004	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Armacell, LLC
<b>Street Address:</b>	7600 Oakwood Street Extension
<b>City:</b>	Mebane
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27302
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1627155	SOFT 'N KNEEZY
Registration Number:	1693210	SOFT'N BACKEEZY

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(336)726-6991
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(336) 721-3747
<b>Email:</b>	rspringer@wcsr.com
<b>Correspondent Name:</b>	Randel S. Springer
<b>Address Line 1:</b>	One West Fourth Street
<b>Address Line 2:</b>	Womble Carlyle Sandridge & Rice, PLLC
<b>Address Line 4:</b>	Winston-Salem, NORTH CAROLINA 27101

<b>ATTORNEY DOCKET NUMBER:</b>	42142.0041.0
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<b>NAME OF SUBMITTER:</b>	Randel S. Springer
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Total Attachments: 4  
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**ASSIGNMENT AGREEMENT**  
(Colt Intellectual Property)

ASSIGNMENT AGREEMENT (the "Agreement"), made as of June 10, 2004, by and between **RBX INDUSTRIES, INC.**, a Delaware corporation, and **RBX CORPORATION**, a Delaware corporation (collectively, "Assignor"), to **ARMACELL, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Agreement of Purchase and Sale of Assets, dated as of April 21, 2004 (the "Purchase Agreement"), with respect to the sale by Assignor and the purchase by Assignee of certain assets owned by Assignor and used in Assignor's business of manufacturing and selling closed cell elastomeric foams at its plant located at 9671 Highway 1 North, Colt, Arkansas 72326; and

WHEREAS, Assignor is the owner of those (i) trademarks, service marks, trade names, logos and other designations and all United States, foreign and state registrations and applications for registration relating to the Marks; (ii) copyrights and works of authorship, and all United States, foreign and state copyright registrations and applications for registration relating to the Works of Authorship; (iii) patented or patentable inventions and all United States and foreign patents and applications for patents relating thereto; (iv) confidential or proprietary processes, inventions (patentable or not), formulas, trade secrets, know-how, technical data and other similar information and technologies that are of commercial value to the Business; and (v) other intellectual property not specifically described above, including internet domain names, telephone numbers, software and licenses (including licenses for the use of computer software programs); in each case of the items in subparagraphs (i) through (v), used in the Business at the Real Property or as listed on Exhibit A attached hereto; together, in each case, with (1) all goodwill related thereto, any royalty and other income therefrom or related thereto and accruing

after the Effective Time, and (2) the right to sue for infringements thereof (collectively, the "Intellectual Property"); and; and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to assign and transfer to Assignee all of Assignor's right, title and interest in and to the Intellectual Property, subject to the terms, conditions, representations, covenants and agreements set forth in the Purchase Agreement.

**NOW, THEREFORE**, for and in consideration of the payment of the Purchase Price in accordance with Section 2.5 of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Defined Terms.** All capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement.
2. **Assignment.** Assignor hereby assigns, transfers and sets over to Assignee, as of the Effective Time, all of Assignor's right, title and interest in and to the Intellectual Property.
3. **Acceptance.** Assignee hereby accepts the foregoing assignment.
4. **Purchase Agreement.** To the extent of any inconsistency between this Agreement and the Purchase Agreement, the Purchase Agreement shall control and prevail.

*[Remainder of this page left intentionally blank.]*

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative as of the date first above written.

Assignor:

RBX INDUSTRIES, INC.

By: YJBIL  
Name: Danahy J. Bernlohr  
Its: President & CEO

RBX CORPORATION

By: YJBIL  
Name: Danahy J. Bernlohr  
Its: President & CEO

Assignee:

ARMACELL, LLC

By: James F. Mars, Jr.  
James F. Mars, Jr.  
Vice President

**EXHIBIT A: INTELLECTUAL PROPERTY**

Soft'n Backeezy®  
Soft'n Kneezzy®

Customer lists used in the Business.

Colt Formulas and Process Specs.

SCE series

NP series

700

2400

RE series

EC series

600

700

900

1200

1600

2400

3500

Tubular grip material

DCH

SBH

SCM

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