

Attorney Docket No. 4003-17300

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.

1. Name of conveying party(ies)
 Union Wadding Company (by and through Diane Finkle, Esq, in her capacity as Receiver of Union Wadding Company appointed in the case Kenneth W. Washburn v. Union Wadding, in the State of Rhode Island Superior Court, Providence, RI, Case Number P.B. 04-4541)

Individual Association
 General Partnership Limited Partnership
 Corporation-State - Rhode Island
 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
 City/State/Zip: South Gate, CA 90280

Individual Association
 General Partnership Limited Partnership
 Corporation-State - Dclaware
 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: December 3, 2004

4. Application number(s) or registration number(s): Mark if additional numbers attached

A. Trademark Application No.(s) 78/315,264	B. Trademark Registration No.(s): See Attached Appendix A
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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: 14

7. Total fee (37 CFR 3.41) \$ 365.00

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)

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 February 2, 2005
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 17

TRADEMARK REEL: 003023 FRAME: 0216

CH \$365.00 601515 78315264

APPENDIX A

- U.S. Reg. No. 530,325 for the mark SPARKL-TEX registered
- U.S. Reg. No. 658,330 for the mark GLAZE-TEX registered
- U.S. Reg. No. 689,629 for the mark DECOR-TEX registered
- U.S. Reg. No. 842,555 for the mark POLY-TEX registered
- U.S. Reg. No. 1,122,482 for the mark HOLLY-TEX and Design registered
- U.S. Reg. No. 1,162,908 for the mark UW (stylized) registered
- U.S. Reg. No. 1,163,976 for the mark UW (stylized) registered
- U.S. Reg. No. 1,865,828 for the mark SNOW COVER BLANKET registered
- U.S. Reg. No. 1,873,993 for the mark SNOW DRIFT registered
- U.S. Reg. No. 1,908,637 for the mark SNOW-TEX registered
- U.S. Reg. No. 2,107,497 for the mark SNOW COVER registered
- U.S. Reg. No. 2,421,488 for the mark FROSTY SNOW registered
- U.S. Reg. No. 2,559,734 for the mark FOOT OF SNOW registered

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of December 3, 2004, is made by and among **DIANE FINKLE, ESQ.**, in her capacity as Receiver of Union Wadding Company appointed in the case Kenneth W. Washburn, Plaintiff vs. Union Wadding Company, Defendant, in the State of Rhode Island Superior Court, Providence, RI (the "Court"), case number P.B. No. 04-5641, ("Receiver"), Union Wadding Company (the "Company"), (the Receiver and Company collectively referred to as the "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 Offer to Purchase Personal Property ("Offer") (capitalized terms not otherwise defined herein shall have the meaning given them in the Offer) executed by Buyer on or about November 23, 2004, and pursuant to the "Order Granting Receiver's Petition to Sell Certain Assets of the Defendant Relating to the Consumer Products Business, Free and Clear of Liens" of the Court dated as of the date hereof (the "Sale Order"), Buyer is purchasing certain assets and properties of said Union Wadding Company, including without limitation certain trademarks and company names, but subject to the provisions of the Offer, which are used in or relating to the Business, all as set forth and defined in the Offer and the Sale Order (hereinafter, collectively, the "Assets"); and

WHEREAS, Seller and Buyer desire to formalize the transfer and assignment of certain of the trademarks and company names included in the Assets, together with all rights related thereto as further described on Exhibit B hereto and subject to the provisions of the Offer and the Order; and

WHEREAS, Buyer desires to direct Seller to assign certain of the trademarks and company names, as set forth above, 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. Trademark Assignment: Seller does hereby sell, assign and transfer unto L&P, its successors, assigns and legal representatives, free and clear of liens and encumbrances, all of Seller's right, title and interest in all trademarks included in the Assets (the "Trademarks"), including without limitation the trademarks set forth in the attached Exhibit A, together with all rights related thereto as further described on Exhibit B hereto.

2. Transferred Name Rights Assignment: Seller does hereby sell, assign and transfer unto L&P, its successors, assigns and legal representatives, free and clear of liens and encumbrances, all of Seller's right, title and interest in the company name UNION WADDING,

for exclusive use in connection with the Business and the Products only, together with all rights related thereto as further described on Exhibit B hereto (the "Transferred Name Rights"). Notwithstanding the foregoing, the Receiver retains all right and entitlement to sell and convey the following to the extent used in or relating to the Company's industrial products business and other non-consumer products business and all products associated therewith: the name "Union Wadding" in connection with the sale of the Company's industrial products business and all other non-consumer products business and all products now existing or developable in the future associated therewith.

3. This assignment is hereby made without any warranties or representations of any kind whatsoever, including but not limited to, any representations or warranties concerning, accuracy, effectiveness, validity, enforceability, quality, profitability, condition, merchantability, fitness for any purpose, or any other aspects of the Assets, and the Assets shall be and are hereby assigned and transferred "as is," "where is" and "with all faults and defects".

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

Diane Finkle
Diane Finkle, Esq., as and only as Receiver of Union Wadding Company, and not individually

County of Rhode Island
State of Rhode Island

On this 3rd day of December, 2004, personally appeared before me, Diane Finkle, Esq., as and only as Receiver of Union Wadding Company and not individually, 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 Receiver of Union Wadding did execute the same for the uses and purposes therein set forth.

(Seal)

Stephanie M Peltier
Notary Public

STEPHANIE M PELTIER
NOTARY PUBLIC
State of Rhode Island
My Commission Expires Aug. 23, 2008

UNION WADDING COMPANY

by: Louise Bucko

its: Exec. Vice President

County of Providence
State of Rhode Island

On this 6th day of December, 2004, personally appeared before me, Louise Bucko the Ex. Vice President of Union Wadding Company, 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 an officer of Union Wadding did execute the same for the uses and purposes therein set forth.

(Seal)

Danielle Marie Jemia Notary Public
Notary Public

3/6/06

LEGGETT & PLATT, INCORPORATED

By: [Signature]

Name: Don Van Comperwolfe

Title: President Textile's Fibre Prod

Acknowledged and Accepted By:

L&P PROPERTY MANAGEMENT COMPANY

By: [Signature]

Name: Gene B. Kartchner

Title: Vice President

EXHIBIT A - TRADEMARKS

Registered Trademarks

DECOR-TEX

U.S. Trademark Registration No. 689,629
Registered December 8, 1959

FOOT OF SNOW

U.S. Trademark Registration No. 2,559,734
Registered April 9, 2002

FROSTY SNOW

U.S. Trademark Registration No. 2,421,488
Registered January 16, 2001

GLAZE-TEX

U.S. Trademark Registration No. 658,330
Registered February 11, 1958

HOLLY TEX and Design

U.S. Trademark Registration No. 1,122,482
Registered July 17, 1979

POLY-TEX

U.S. Trademark Registration No. 842,555
Registered January 16, 1968

SNOW COVER BLANKET

U.S. Trademark Registration No. 1,865,828
Registered December 6, 1994

SNOW COVER

U.S. Trademark Registration No. 2,107,497
Registered October 21, 1997

SNOW DRIFT

U.S. Trademark Registration No. 1,873,993
Registered January 17, 1995

SNOW-TEX

U.S. Trademark Registration No. 1,908,637
Registered August 1, 1995

SPARKL-TEX

U.S. Trademark Registration No. 530,325
Registered September 5, 1950

UW (stylized)

U.S. Trademark Registration No. 1,162,908
Registered July 28, 1981

UW (stylized)

U.S. Trademark Registration No. 1,163,976
Registered August 4, 1981

GLAZE-TEX

Canadian Trademark Registration No. 539274
Registered January 8, 2001

SNOW COVER BLANKET

Canadian Trademark Registration No. 502348
Registered October 16, 1998

SNOW COVER

Canadian Trademark Registration No. 502326
Registered October 16, 1998

SNOW DRIFT

Canadian Trademark Registration No. 539272
Registered January 8, 2001

SNOW-TEX

Canadian Trademark Registration No. 539273
Registered January 8, 2001

SPARKL-TEX

Canadian Trademark Registration No. 539275
Registered January 8, 2001

Applications for Trademark Registration

WINTER GLOW

U.S. Trademark Application Serial No. 78/315,264
Filed October 17, 2003

Unregistered Trademarks

ANGEL CLOUD

ANGEL HAIR

CRYSTAL BLUE

EASY PLANTER

HOLIDAY COVER

HOLIDAY PRINTS

HOLIDAY IMPRESSIONS

HOMESPUN CREATIONS

ICE CRYSTALS

SNOW CLOUD

SPARKLE PLUSH

Exhibit A – Page 3

EXHIBIT B**AMENDED SCHEDULE OF PERSONAL PROPERTY**

The following assets of Union Wadding Company (the "Company") used in or relating to the Company's consumer products business based in Providence, Rhode Island, with former operations in Chicago, Illinois, which consumer products business produces the Products (as hereinafter defined) (the "Business"):

1. Copies of all operating ledgers and records, inventory records, customer lists, customer and Product pricing information, customer credit information, supplier lists, technical data (including specification sheets), all documents and files relating to the Intellectual Property (as hereinafter defined) (including without limitation all trademark and service mark application and registration files, all patent application and maintenance files and all computer readable (i.e. electronic) copies of web sites), sales and marketing literature and materials, and all correspondence, notes and files relating to the foregoing, in whatever form such items may take (the "Records").
2. All trademarks, service marks and trade names and their associated goodwill, and all common law rights, applications and registrations for the trademarks, trade names and service marks, and all domain names, web sites and their content, copyrights, patents, patent applications, inventions, formulas, trade secrets, business secrets, know-how, confidential business information, price lists, methods, formulas, product costs, marketing plans, research and development and financial information, designs, processes and similar intangibles, the right to sue for past infringement thereof, and all future royalty payments and other compensation payable with respect to such rights (the "Intellectual Property"), including without limitation (i) the name "Union Wadding" for exclusive use in connection with the Business and the Products only, (ii) those items listed on the "Trademark Standard Case Print" dated April 14, 2003, attached hereto, and (iii) the item described in the letter dated September 29, 2004, attached hereto.

3. All rights of the Company or the Receiver to enforce non-competition, non-solicitation, confidentiality or other similar agreements for the benefit of the Business.

The term "Products" shall collectively mean the following items, all as produced in connection with the Business during the selling season immediately prior to the Closing Date: (i) non-woven Christmas products, including tree skirts and drapes, snow cover blankets, snow, decorative trim, angel hair, cover rolls, mantle covers, table covers, icicle strands, stockings, wall hangings, santa hats and display materials; (ii) display racks and materials, stationary displays and other storage or display apparatus for the items described in the immediately preceding subsection (i); (iii) ornament hooks and hangers of all shapes, colors, sizes and types; and (iv) all other products listed or shown in the 2004 Christmas Trimming catalog.

Notwithstanding the foregoing, the Receiver retains all right and entitlement to sell and convey the following to the extent used in or relating to the Company's industrial products business and other non-consumer products business and all products associated therewith: (a) the name "Union Wadding" in connection with the sale of the Company's industrial products business and other non-consumer products business and all products now existing or developable in the future associated therewith, (b) all copyrights, trademarks, patterns, technology, trade names, service marks, goodwill, and all common law rights, applications, registrations for trademarks, trade names and service marks, all domain names, web sites and their content, patents, patent applications, inventions, formulas, product costs, marketing plans, research and development and financial information, designs, processes, trade secrets, business secrets, know-how, confidential business information, price lists, customer lists, methods, and similar intangibles, the right to sue for past infringement thereof, and all future royalty payments and other compensation payable with respect to such rights, and (c) all assets of the Company other than the Assets, including without limitation, real and personal, tangible and intangible assets, and all other Excluded Assets as defined in the Offer.

NOV. 3. 2004 9:52AM UNION WEDDING

NO. 191 P. 2

Monday, April 14, 2003

TRADEMARK STANDARD CASE PRINT

DocketNumber	StatusDescription	ApplicationNumber	RegistrationNumber	ExpirationDate
CountryName		ApplicationDate	RegistrationDate	PublicationDate
T00189-US	Registered	71322	669829	12/8/09
United States		4/10/59	12/8/59	
MarkName	DECOR-TEX			
ClientName	Union Wedding Company	AttorneyName	David R. Josephs	CurrentOwnerName
T00479-US	Registered	76873571	2559734	4/9/12
United States		12/16/89	4/9/92	
MarkName	FOOT OF SNOW			
ClientName	Union Wedding Company	AttorneyName	David R. Josephs	CurrentOwnerName
T00516-US	Registered	76331654	2421498	1/16/11
United States		2/28/00	1/16/01	
MarkName	FROSTY SNOW			
ClientName	Union Wedding Company	AttorneyName	David R. Josephs	CurrentOwnerName
T00197-CA	Registered	1022349	539274	1/8/16
Canada		7/15/89	1/8/01	
MarkName	GLAZE-TEX			
ClientName	Union Wedding Company	AttorneyName	David R. Josephs	CurrentOwnerName
T00197-US	Registered	72031424	659330	2/11/08
United States		6/9/57	2/11/58	
MarkName	GLAZE-TEX			
ClientName	Union Wedding Company	AttorneyName	David R. Josephs	CurrentOwnerName

NOV. 3.2004 9:52AM UNION WADDING

NO.191 P.3

Monday, April 14, 2003

TRADEMARK STANDARD CASE PRINT

DocketNumber	StatusDescription	ApplicationNumber	RegistrationNumber	ExpirationDate
CountryName		ApplicationDate	RegistrationDate	PublicationDate
T00195-US	Registered	181284	1123492	7/17/09
United States		9/7/78	7/17/78	
MarkName	HOLLY TEX & design			
ClientName	Union Wedding Company			
AttorneyName	David R. Josephs			
T00200-US	Registered	32533	671512	4/28/08
United States		1/28/58	4/28/58	
MarkName	HIPPY PLANTER			
ClientName	Union Wedding Company			
AttorneyName	David R. Josephs			
T00200-US	Registered	276792	842555	1/16/08
United States		7/20/07	1/16/08	
MarkName	POLY-TEX			
ClientName	Union Wedding Company			
AttorneyName	David R. Josephs			
T00205-CA	Registered	885089	922346	10/16/13
Canada		4/5/98	10/16/98	
MarkName	SNOW COVER BLANKET			
ClientName	Union Wedding Company			
AttorneyName	David R. Josephs			
T00205-US	Registered	74428287	4865628	12/0/04
United States		8/23/93	12/0/94	
MarkName	SNOW COVER BLANKET			
ClientName	Union Wedding Company			
AttorneyName	David R. Josephs			

Not used in consumer products Business

NOV. 3.2004 9:52AM UNION WADDING

NO.191 P.4

Monday, April 14, 2003

TRADEMARK STANDARD CASE PRINT

DocketNumber	StatusDescription	ApplicationNumber	RegistrationNumber	ExpirationDate
CountryName		ApplicationDate	RegistrationDate	PublicationDate
T00204-CA	Registered	865,895	502326	10/16/13
Canada		1/5/98	10/16/99	
MarkName	SNOW COVER			
ClientName	Union Wadding Company	AttorneyName	David R. Josephs	CurrentOwnerName
T00204-US	Registered	79235,180	2,107,497	10/21/07
United States		2/3/97	10/21/07	
MarkName	SNOW COVER			
ClientName	Union Wadding Company	AttorneyName	David R. Josephs	CurrentOwnerName
T00203-CA	Registered	1022347	TMA539272	1/8/16
Canada		7/15/99	1/8/01	9/20/00
MarkName	SNOW DRIFT			
ClientName	Union Wadding Company	AttorneyName	David R. Josephs	CurrentOwnerName
T00201-US	Registered	74487024	1873893	1/17/95
United States		2/7/94	1/17/95	
MarkName	SNOW DRIFT			
ClientName	Union Wadding Company	AttorneyName	David R. Josephs	CurrentOwnerName
T00202-CA	Registered	1022346	539273	1/8/16
Canada		7/15/99	1/8/01	
MarkName	SNOW-TEX			
ClientName	Union Wadding Company	AttorneyName	David R. Josephs	CurrentOwnerName

NOV. 3.2004 9:52AM UNION WEDDING

No.191 P.5

Monday, April 14, 2003

TRADEMARK STANDARD CASE PRINT

DocketNumber	StatusDescription	ApplicationNumber	RegistrationNumber	ExpirationDate
CountryName		ApplicationDate	RegistrationDate	PublicationDate
T00202-US	Registered	74487023	190837	8/1/05
United States		2/7/94	6/1/95	
MarkName	SNOW-TEX			
ClientName	Union Wedding Company	AttorneyName	David R. Josephs	CurrentOwnerName
T00201-CA	Registered	1023350	536275	1/8/16
Canada		7/19/99	1/8/01	
MarkName	SPARKL-TEX			
ClientName	Union Wedding Company	AttorneyName	David R. Josephs	CurrentOwnerName
T00201-US	Registered	71577151	530325	9/5/10
United States		4/14/99	6/5/99	
MarkName	SPARKL-TEX			
ClientName	Union Wedding Company	AttorneyName	David R. Josephs	CurrentOwnerName
T00198-US	Registered	240100	1182908	7/28/11
United States		1/23/79	7/28/01	
MarkName	UW (stylized)			
ClientName	Union Wedding Company	AttorneyName	David R. Josephs	CurrentOwnerName
T00198-US1	Registered	240089	1183976	8/4/11
United States		1/23/79	8/4/01	
MarkName	UW (stylized)			
ClientName	Union Wedding Company	AttorneyName	David R. Josephs	CurrentOwnerName

NOV. 3. 2004 9:53AM UNION WADDING

NO.191 P.6

Monday, April 14, 2003

TRADEMARK STANDARD CASE PRINT

<i>DocketNumber</i>	<i>StatusDescription</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>	<i>ExpirationDate</i>
<i>CountryName</i>		<i>ApplicationDate</i>	<i>RegistrationDate</i>	<i>PublicationDate</i>

Criteria (StatusDescription) not in (Inactive) AND (OwnerName) is (Union Wadding Company)

Order by MarkName

Record Count 20

MDC IPMaster

Page 5 of 5

Trademark 4 Line Case Print

NOV. 3. 2004 9:53AM UNION WADDING

NO.191 P.7

ESTABLISHED 1857

BARLOW, JOSEPHS & HOLMES, LTD.COUNSELORS AT LAW
PATENTS - TRADEMARKS - COPYRIGHTS
101 DYER STREET, 5TH FLOOR
PROVIDENCE, RHODE ISLAND 02903-3908TELEPHONE: (401) 273-4446
FACSIMILE: (401) 273-4447DAVID R. JOSEPHS
STEPHEN J. HOLMESDANIEL W. SULLIVAN
MARK E. TETREAULTOF COUNSEL:
HERBERT E. BARLOW, JR.

September 29, 2004

Mr. William Fox
Union Wadding Company
125 Goff Street
P.O. Box 909
Pawtucket, RI 02862

Re: US Trademark Appl. No. 78/315,264
WINTER GLOW
Statement of Use Due Date: March 7, 2005
Our Ref: U002 T01561-US

Dear Mr. Fox:

We are pleased to report that the United States Patent and Trademark Office has issued a Notice of Allowance for the trademark **WINTER GLOW** in International Class 022 for

Illuminated Decorative Polyester Batting Used to Simulate Snow

This trademark was published for opposition under U.S.C. Section 1062(a) and, having no successful opposition filed against it, is now eligible for registration upon the filing of a Statement of Use. In order for us to prepare this statement, we will require the date of first use of the trademark and the date of first use in commerce. Additionally, we must supply the Trademarks Office with a specimen showing the mark as used. An example could be packaging or labels affixed to the goods. The specimen must not contain the ® symbol, as the trademark is not yet a federally registered trademark.

A Statement of Use must be filed before March 7, 2005. The cost of filing the document will be \$400.00, which includes our fee and the government fees.

TRADEMARK

REEL: 003023 FRAME: 0231

NOV. 3. 2004 9:53AM UNION WADDING

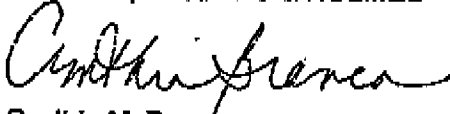
NO. 191 P.8

Page 2
September 29, 2004

If you have not used the mark in commerce, and do not anticipate using the mark before the March 7 deadline, an Extension of Time may be applied for granting an additional six-month period within which to use the trademark. A total of five (5) extensions may be applied for. The cost of preparing and filing an Extension of Time, including our fee and the government fee for filing the petition, is \$300; however, a Statement of Use must still be filed prior to the expiration of the anniversary date in order to avoid abandonment of the application.

~~Kindly contact us with any questions you may have. We look forward to receiving the dates of first use and specimen soon or, in the alternative, instructions for filing an Extension of Time.~~

Sincerely,
BARLOW, JOSEPHS & HOLMES



Cynthia M. Branea
Legal Assistant
Enclosure

TRADEMARK

RECORDED: 02/02/2005

REEL: 003023 FRAME: 0232

TOTAL P. 18