

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monarch Rubber Company		03/10/2005	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Armacell, LLC		
Street Address:	7600 Oakwood Street Extension		
City:	Mebane		
State/Country:	NORTH CAROLINA		
Postal Code:	27302		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1634067	AEROLITE	
Registration Number:	1241174	EVALITE	
Registration Number:	1218382	MY.T.LITE	
Registration Number:	1807515	SOFSTEP	
Registration Number:	1718121	SOLITE	
CORRESPONDENCE DATA			
Fax Number:	(336)726-6991		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(336) 721-3747		
Email:	rspringer@wcsr.com, lricci@wcsr.com		
Correspondent Name:	Randel S. Springer		
Address Line 1:	One West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
NAME OF SUBMITTER:	Randel S. Springer		

CH \$140.00 1634067

Signature:

/Randy Springer/

Date:

03/11/2005

Total Attachments: 5

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ASSIGNMENT AGREEMENT
(Intellectual Property)

ASSIGNMENT AGREEMENT (the "Agreement"), made as of March 10, 2005, by and between MONARCH RUBBER COMPANY, a Maryland corporation ("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 February 18, 2005 (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 various rubber products at its plant located at its facility located in Spencer, West Virginia; and

WHEREAS, Assignor is the owner of (i) all trademarks, service marks, trade names, logos and other designations (the "Marks") and all United States, foreign and state registrations and applications for registration relating to the Marks (the "Trademark Registrations"); (ii) all works of authorship (the "Works of Authorship") and all United States, foreign and state copyright registrations and applications for registration relating to the Works of Authorship (the "Copyright Registrations"); (iii) all patented or patentable inventions (the "Inventions") and all United States and foreign patents and applications for patent relating thereto (the "Patents"); (iv) all confidential or proprietary processes, inventions patentable or not, formulas, technical data and other similar information and technologies that are of commercial value to the Business (the "Trade Secrets"); (v) the trade names "Monarch" and "Monarch Rubber;" and (vi) any internet domain names, West Virginia telephone numbers, email addresses, web sites and other promotional material associated with Business (the items in (i) through (vi) being referred to collectively herein as the "Intellectual Property"), together with all goodwill related to the

Intellectual Property, and any royalty and other income from or related to the Intellectual Property accruing after the Effective Time (s defined in the Purchase Agreement).

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 2.2 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:

MONARCH RUBBER COMPANY

By:


David M. Schwaber

Title: President

Assignee:

ARMACELL, LLC

By:

James F. Mars, Jr.
Vice President

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:

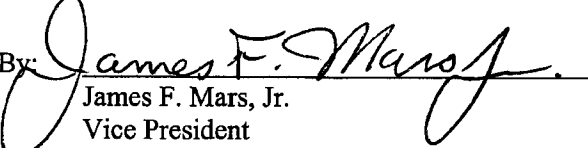
MONARCH RUBBER COMPANY

By: _____
David M. Schwaber

Title: President

Assignee:

ARMACELL, LLC

By: 
James F. Mars, Jr.
Vice President

SCHEDULE 1.2(i)

INTELLECTUAL PROPERTY

Registered Trademarks

- 1) Aerolite (U.S. Reg. No. 1634067).
- 2) Evalite (U.S. Reg. No. 1241174).
- 3) Evalite (Canadian Reg. No. 520597).
- 4) Evalite (European Reg. No. 575341).
- 5) My.T.Lite (U.S. Reg. No. 1218382).
- 6) Sofstep (U.S. Reg. No. 1807515).
- 7) Solite (U.S. Reg. No. 1718121).
- 8) Tufstep (Trademark has not been used since approximately 2001).

Logos

- 1) Monarch Rubber Company Logo
- 2) QMI Logo (ISO Registrar)
- 3) A2LA Logo (Laboratory Accreditation)

Copyrighted Materials

- 1) Closed Cell Rubber & Plastics Guide
- 2) Monarch Rubber Technical CD
- 3) Closed Cell Rubber Technical Presentation (Isabel Wright)

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