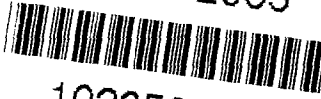


2-17-05

03-03-2005



RECC
TRADEMARK
102952279

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

RBX Industries, Inc.
RBX Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) September 20, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Rubatex International, LLC

Internal

Address:

Street Address: 906 Adams Street

City: Bedford

State: Virginia

Country: U.S.A.

Zip: 24523

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other limited liability company Citizenship Virginia

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

No. 2052860

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

R RUBATEX and design RUBATEX
R and design SEATEX

COMFORTEX

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Amy S. Ashworth

Internal Address: Christian & Barton, LLP

Street Address: 909 E. Main Street,
Suite 1200

City: Richmond

State: Virginia Zip: 23219-3095

Phone Number: (804) 697-4161

Fax Number: (804) 697-4112

Email Address: aashworth@cblaw.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Amy S. Ashworth
Signature

February 17, 2005
Date

Total number of pages including cover sheet, attachments, and document: 7

03/02/2005 BYRNE 0000047 2052860 Name of Person Signing

Documents recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment and Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:6521
02 FC:6522

**ADDITIONAL SHEET TO RECORDATION FORM COVER SHEET
FOR TRADEMARKS**

4.B. Trademark Registration No.s (continued)

No. 1457078

No. 0972640

No. 2028635

No. 2052034

ASSIGNMENT AGREEMENT

(Intellectual Property)

ASSIGNMENT AGREEMENT (the "Agreement"), made as of September 20, 2004, by and between **RBX INDUSTRIES, INC.**, a Delaware corporation, and **RBX CORPORATION**, a Delaware corporation (collectively, "Assignor"), to **RUBATEX INTERNATIONAL, LLC** (formerly known as Rubatex Acquisition, LLC), a Virginia limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Agreement of Purchase and Sale of Assets, dated as of July 26, 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 buns, sheets and rolls manufacturing and distribution business at its locations at 906 Adams Street/Monroe and 702 Railroad Avenue in Bedford, Virginia; and

WHEREAS, Assignor is the owner of the Intellectual Property listed on Schedule I attached hereto; 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. **Limited Power of Attorney.** Assignor hereby irrevocably appoints Assignee as its attorney, in Assignor's name or otherwise, but for the benefit of Assignee, and at Assignee's sole expense, to execute all certificates, instruments and other documents that may be necessary, proper or advisable in Assignee's sole discretion to (a) assign or secure assignments of, or renew or secure renewals of, the Intellectual Property and any registrations thereof in any and all jurisdictions, including, without limitation, the trademark registrations set forth on Schedule I attached hereto; (b) continue prosecution of existing applications for registration of the Intellectual Property in any and all jurisdictions; (c) enforce and protect all rights in the Intellectual Property under the common law and under all trademark registrations and renewals thereof in any and all jurisdictions, until such time as the assignment of the Intellectual Property is effectuated in the relevant jurisdiction; and (d) prevent infringement of the Intellectual Property, until such time as the assignment of the Intellectual Property is effectuated in the relevant jurisdictions. The foregoing limited power of attorney shall not be affected by the subsequent dissolution of Assignor or the termination of Assignor's existence.

5. **Purchase Agreement.** To the extent of any inconsistency between this Agreement and the Purchase Agreement, the Purchase Agreement shall control and prevail.

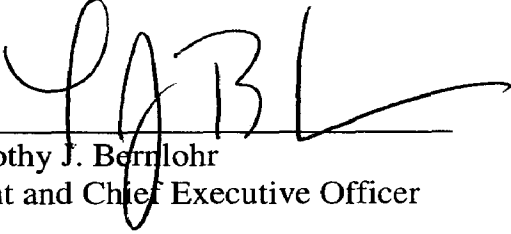
[Remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its

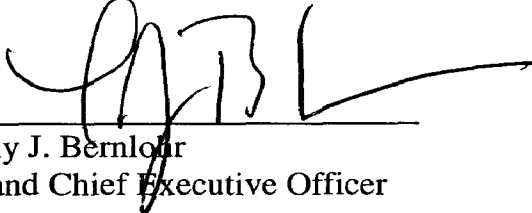
duly authorized representative as of the date first above written.

Assignor:

RBX INDUSTRIES, INC.

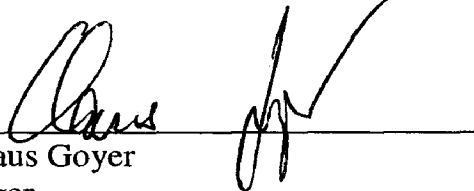
By: 
Name: Timothy J. Bernlohr
Its: President and Chief Executive Officer

RBX CORPORATION

By: 
Name: Timothy J. Bernlohr
Its: President and Chief Executive Officer

Assignee:

RUBATEX INTERNATIONAL, LLC

By: 
Name: Claus Goyer
Its: Manager

COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND, to wit:

The foregoing instrument was acknowledged before me in the aforesaid City and Commonwealth on this 10th day of September, 2004, by Timothy J. Bernlohr, as President and Chief Executive Officer of RBX Industries, Inc., a Delaware corporation, on behalf of the corporation.

My commission expires: August 31, 2006

[Affix Notarial Seal]

Paul Jewes Burke
Notary Public

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF RICHMOND, to wit:

The foregoing instrument was acknowledged before me in the aforesaid City/County and Commonwealth on this 10th day of September, 2004, by Timothy J. Bernlohr, as President and Chief Executive Officer of RBX Corporation, a Delaware corporation, on behalf of the corporation.

My commission expires: August 31, 2006

[Affix Notarial Seal]

Paul Jewes Burke
Notary Public

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Richmond, to wit:

The foregoing instrument was acknowledged before me in the aforesaid City/County and Commonwealth on this 2nd day of September, 2004, by Claus Goyer, as Manager of Rubatex International, LLC, a Virginia limited liability company, on behalf of the limited liability company.

My commission expires: August 31, 2006

[Affix Notarial Seal]

Paul Jewes Burke
Notary Public

SCHEDULE I

R Rubatex and design
R and design

<u>Mark</u>	<u>Country</u>	<u>Class</u>	<u>Owner</u>	<u>Status</u>	<u>Req.#.</u>	<u>Date</u>
Rubatex	Japan	34	RBX Industries	Abandon	89035/1984	8/9/1984
Rubatex	Mexico	22	RBX Industries	Abandon	170455	11/23/1971
Rubatex	Sweden	17	RBX Industries	Abandon	845631	8/1/1984
Rubatex	Ireland		RBX Industries	Pending		
Rubatex	Italy		RBX Industries	Pending		
Rubatex	Spain		RBX Industries	Pending		
Rubatex	EC	17	RBX Industries	Published	776815	3/20/1998
Rubatex	Canada	17	RBX Industries	Registered	200254	7/5/1974
Rubatex	France	17	RBX Industries	Registered	1282513	8/23/1984
Rubatex	France	17	RBX Industries	Registered	1282513	8/23/1984
Rubatex	Germany	9,17,25	RBX Industries	Registered	1097981	10/20/1986
Rubatex	Mexico	22	RBX Industries	Registered	176302	11/23/1971
Rubatex	Mexico	12	RBX Industries	Registered	170370	11/23/1971
Rubatex	Mexico	12	RBX Industries	Registered	176370	11/23/1971
Rubatex	UK	17	RBX Industries	Registered	1223917	8/1/1984
Rubatex	USA	1,17	RBX Industries	Registered	972840	11/13/1973
Rubatex	France		RBX Industries			
Seatex	USA	17	RBX Industries	Registered	2028635	1/17/1997
Seatex	Mexico					
Seatex	Canada					
Comfortex	USA	17	RBX Industries	Registered	2052034	4/15/1997
Comfortex	Mexico					
Comfortex	Canada					
Rubatex UK Ltd.	UK					
R and design	USA	1,17	RBX Industries	Registered	1457078	9/15/1987
R Rubatex and design	USA	17	RBX Industries	Registered	2052860	4/15/1997

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