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03-31-2005

FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

102970800

To the Honorable Commissioner of Patents and Trademarks. Please record this document with original documents or copy thereof.

1. Name of conveying party(ies):

Adam Wuest, Inc.

Entity: Ohio corporation

Additional name(s) of conveying party(ies) attached?

Yes No

2. Name of receiving party(ies):

AWI Corporation
1013 Centre Road
Wilmington, DE 19895

Entity: Delaware corporation

3. Nature of conveyance:

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

Date: November 2, 1999

If assignee is not domiciled in the United States, an appointment of domestic representative is attached: Yes No

Additional name(s) & address(es) attached: Yes No

4. Application or Registration number(s):

A. Trademark Application No.(s)

B: Trademark Registration No.(s)

197,274
233,361
1,817,944

Additional numbers attached? Yes No

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

Please send the recorded assignment back

by e-mail to pmcbride@sonnenschein.com

or by fax to 312/876-7934 to the attention of:

Peggy L. McBride, Trademark Paralegal
SONNENSCHN NATH & ROSENTHAL LLP
P.O. Box 061080
Wacker Drive Station, Sears Tower
Chicago, IL 60606-1080

Ref. No(s): 09731420-0083

6. Total number of trademark applications and registrations involved:

3

7. Total Fee (37 CFR 3.41)..... \$90

Authorization is given to charge the deposit account for the above fee and any additional fees required or to credit any overpayment.

8. Deposit Account Number:

19-3140

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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.

Peggy L. McBride
Name of Person Signing

Peggy L. McBride
Signature

March 21, 2005
Date

Total number of pages including cover sheet and attached documents: 4

Mail documents to be recorded and required cover sheet information to:

By Fax: 703/306-5995

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

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02 FC:8522

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FORM PTO-1594 **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE
TRADEMARKS ONLY U.S. Patent and Trademark Office

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

<p>1. Name of conveying party(ies): Adam Wuest, Inc. Entity: <u>Ohio corporation</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name of receiving party(ies): AWI Corporation Entity: <u>Delaware corporation</u> If assignee is not domiciled in the United States, an appointment of domestic representative is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Assignment and Assumption Agreement</u> Date: <u>November 2, 1999</u></p>	

4. Application or Registration number(s):

<p>A. Trademark Application No.(s)</p>	<p>B: Trademark Registration No.(s) 197,274 233,381 1,817,944</p>
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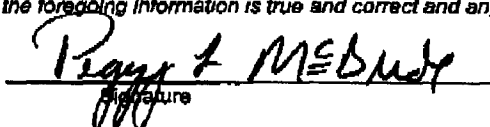
Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Please send the recorded assignment back by e-mail to pmcbride@sonnenschein.com or by fax to 312/876-7934 to the attention of: Peggy L. McBride, Trademark Paralegal SONNENSCHN NATH & ROSENTHAL LLP P.O. Box 061080 Wacker Drive Station, Sears Tower Chicago, IL 60606-1080 Ref. No(s): <u>09731420-0083</u></p>	<p>6. Total number of trademark applications and registrations involved: <u>3</u> 7. Total Fee (37 CFR 3.41) \$90 Authorization is given to charge the deposit account for the above fee and any additional fees required or to credit any overpayment. 8. Deposit Account Number: <u>19-3140</u></p>
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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.

Peggy L. McBride
Name of Person Signing


Signature

February 9, 2005
Date

Total number of pages including cover sheet and attached documents: 4

Mail documents to be recorded and required cover sheet information to:
By Fax: 703/306-5995
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Execution Copy

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** is made as of November 5, 1999 by and among Adam Wuest, Inc., an Ohio corporation (the "**Company**"), Adam Wuest Realty, Inc., an Ohio corporation ("**Adam Wuest Realty**") (together, the "**Sellers**" and individually a "**Seller**"), and AWI Corporation, a Delaware corporation (the "**Purchaser**"). Capitalized terms used but not defined herein shall have the meaning given to such terms in the Asset Purchase Agreement dated as of November 2, 1999, by and among the Sellers, the Purchaser and Sleepmaster L.L.C. (the "**Asset Purchase Agreement**").

WHEREAS, the execution and delivery of this Assignment and Assumption Agreement is a condition precedent to the obligations of the Parties under the Asset Purchase Agreement;

NOW THEREFORE, for good and valuable consideration paid to the Sellers by the Purchaser pursuant to the Asset Purchase Agreement and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby agree as follows:

1. **Assignment of the Subject Assets.** The Company hereby sells, grants, transfers, contributes, assigns, conveys and delivers to the Purchaser and to its successors and assigns free and clear of all Liens (other than Permitted Liens), and the Purchaser hereby purchases, acquires and accepts from the Company, all of its right, title and interest in all of the assets, properties and rights owned or used by the Company in the operation of the Business as presently conducted and as conducted on the date of the Reference Balance Sheet, of every type and description, real, personal and mixed, tangible and intangible, wherever located and whether or not reflected on the Books and Records of the Company and Adam Wuest Realty hereby sells, transfers, assigns, conveys and delivers to the Purchaser free and clear of all liens and all encumbrances (other than Permitted Liens), and the Purchaser hereby purchases, acquires and accepts from Adam Wuest Realty all of its right, title and interest in and to the Owned Real Property, in each case other than those assets, properties and rights which are specifically excluded in the Asset Purchase Agreement.

2. **Assumption of Assumed Liabilities.** The Sellers hereby sell, transfer, grant, contribute, assign, convey and deliver, and the Purchaser hereby assumes and agrees to pay, perform and discharge when due or required to be performed, the Assumed Liabilities including, but not limited to, the obligations under the Loan Agreement dated February 1, 1994 between the County of Hamilton, Ohio, Adam Wuest, Inc. and Adam Wuest Realty, Inc..

3. **Excluded Liabilities.** Notwithstanding any other provision of this Agreement to the contrary, the Purchaser does not hereby agree to assume, pay, perform or discharge, and shall

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have no responsibility with respect to any Liability or obligation of the Sellers other than the Assumed Liabilities.

4. Further Assurances.

(a) The Sellers agree and covenant that the Sellers will, whenever and as often as reasonably requested to do so by the Purchaser or its successors and assigns and without further consideration, execute, acknowledge and deliver such further instruments of sale, grant, transfer, contribution, assignment, conveyance, assumption and delivery and such consents, assurances, powers of attorney and other instruments and take such other actions as may reasonably be necessary to in order to vest in the Purchaser all right, title and interest in and to the Subject Assets and to otherwise further effectuate and carry out the transactions contemplated by this Agreement, the Asset Purchase Agreement and any related documents, including the retention by the Sellers of the Excluded Liabilities and the assumption by the Purchaser of the Assumed Liabilities.

(b) The Purchaser agrees and covenants that it will, whenever and as often as reasonably requested to do so by the Sellers, or their successors and assigns, execute, acknowledge and deliver such further instruments of assumption and take such other actions as may reasonably be necessary to otherwise further effectuate the assumption by the Purchaser and its successors and assigns of the Assumed Liabilities.

5. Governance. Notwithstanding any other provisions of this Agreement to the contrary, nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Asset Purchase Agreement nor shall this Agreement reduce, expand or enlarge any remedies under the Asset Purchase Agreement including without limitation any rights to indemnification specified therein. This Agreement is intended only to effect the assignment of the Subject Assets and the assumption of the Assumed Liabilities pursuant to the Asset Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement.

6. Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one person, but all such counterparts taken together will constitute one and the same instrument.

7. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without giving any effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction other than the State of New York.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement on the date first written above.

ADAM WUEST, INC.

By: David W. Dye
Name: David W. Dye
Title: President

ADAM WUEST REALTY, INC.

By: David W. Dye
Name: David W. Dye
Title: Vice President

AWI CORPORATION

By: James P. Kasica
Name: James P. Kasica
Title: Exec. Vice President

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