

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)
 FOAMEX L.P., a Delaware Limited Partnership

Individual Association
 General Partnership Limited Partnership- Delaware
 Corporation-State-
 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 Boulevard
 City/State/Zip: South Gate, California 90280

Individual Association
 General Partnership Limited Partnership
 Corporation-State- Delaware
 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: April 25, 2005

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Mark if additional numbers attached

B. Trademark Registration No.(s):
 See attached Exhibit A

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: 7

7. Total fee (37 CFR 3.41) \$190.00
 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 November 11, 2005
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 8

CH \$190.00 501515 1145505

EXHIBIT A**U.S. TRADEMARK REGISTRATIONS****U.S. Trademark
Registration No.**

1,145,505
1,148,063
1,994,115
2,331,050
2,349,697
2,548,381
2,693,416

For the Mark

NZX
NZX Stylized
BERBER-MATE
PLUSHMATE
LAMI-MATE
HUSHSTEP
DOUBLESET

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of April 25, 2005, is made by and among **FOAMEX L.P.**, a Delaware limited partnership ("Seller"), **L&P ACQUISITION LLC – 5**, a Delaware limited liability company 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 Asset Purchase Agreement ("APA") executed on or about the date of this Assignment, Buyer is purchasing from Seller certain assets and properties, including without limitation trademarks, which are used by Seller in the operation of its rubber underlay and felt/fiber underlay businesses and operations; and

WHEREAS, Seller and Buyer desire to formalize their agreement as to the assignment of the trademarks used by Seller in the operation of its rubber underlay and felt/fiber underlay businesses and operations, including without limitation the right, title and interest in, to and under the trademarks, together with the goodwill of the business symbolized by the same; and,

WHEREAS, Buyer desires to direct Seller to assign certain of the trademarks 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. **Trademarks:** The trademarks identified and described in Exhibits A and B attached hereto are collectively referred to as the "Trademarks." Seller's rights include all common law rights to the Trademarks and all registration rights conferred by the United States Trademark Office or other foreign national trademark offices. Seller's rights further include the right to assign the Trademarks under the terms and conditions of this Assignment without violation of any contractual or legal obligations Seller may have to any other party.

2. **Trademark Assignment:** Seller does hereby sell, assign and transfer unto L&P, its successors, assigns and legal representatives, the entire right, title and interest in the Trademarks, the goodwill of the business symbolized by the Trademarks, the registrations and application(s) for registration thereof in all countries, and all common law rights. This sale, assignment and transfer includes the right to recover all damages resulting from prior infringement of such Trademarks, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres.

3. **Cessation of Use of the Trademarks:** Upon execution of this Assignment, Seller agrees to cease from all further use of the Trademarks, the rights to which are sold, assigned and

transferred pursuant to this Assignment, and agrees to not use any mark or domain name which is confusingly similar to such Trademarks.

4. Delivery of Materials: Upon execution of this Assignment, Seller shall deliver to Buyer all documents and files relating to the Trademarks, the rights of which are sold, assigned and transferred pursuant to this Assignment, including without limitation all trademark and service mark applications and registration files, all Certificates of Registrations and all inventories of Assets (as defined in the APA) displaying the Trademarks.

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

FOAMEX L.P.
By FMXI, Inc., a Delaware corporation,
its Managing General Partner

By: *G. L. Karpinski*
Name: George L. Karpinski
Title: Vice President

County of Delaware
State of Pennsylvania
Commonwealth

On this 29th day of April, 2005, personally appeared before me, George L. Karpinski, 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 Vice President, did execute the same for the uses and purposes therein set forth.

(Seal)

Andrea A. Burke
NOTARIAL SEAL
ANDREA A. BURKE, Notary Public
Notary Public Lower Chester Twp., Delaware County
My Commission Expires October 10, 2007

The undersigned, **FOAMEX CARPET CUSHION LLC**, a Delaware limited liability company, hereby executes this Trademark Assignment for the sole purpose of assigning to L&P, at Buyer's direction, all right, title and interest that either of them may have in, under and to the Trademarks, as of the date hereof.

FOAMEX CARPET CUSHION LLC,
a Delaware limited liability company

By: *G. L. Karpinski*
Name: George L. Karpinski
Title: Vice President

County of Delaware
State of Pennsylvania
Commonwealth

On this 29th day of April, 2005, personally appeared before me, George A. Karpinski, 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 Vice President, did execute the same for the uses and purposes therein set forth.

(Seal)

Andrea A. Burke

Notary Public

NOTARIAL SEAL
ANDREA A. BURKE, Notary Public
Lower Chichester Twp., Delaware County
My Commission Expires October 10, 2005

L&P PROPERTY MANAGEMENT COMPANY

By: Gene B. Kartchner
Name: Gene B. Kartchner
Title: Vice President

Acknowledged and Accepted By:

LEGGETT & PLATT, INCORPORATED

By: M 2'
Name: RUSSELL TORO
Title: SEONATORY

EXHIBIT A – TRADEMARK APPLICATIONS AND REGISTRATIONS

Berber-Mate, Registered Trademark in the United States of America, Application Number 74/589434, Filed October 24, 1994, Registration Number 1994115, Registration Date August 13, 1996, Class 27, Goods – Carpet Cushion.

Doubleset, Registered Trademark in the United States of America, Application Number 78/101660, Filed January 9, 2002, Registration Number 2693416, Registration Date March 4, 2003, Class 27, Goods – Carpet Cushion.

Hushstep, Registered Trademark in the United States of America, Application Number 76/063083, Filed June 5, 2000, Registration Number 2548381, Registration Date March 12, 2002, Class 19, Goods – Flooring Underlayment for Laminated Flooring.

Plushmate, Registered Trademark in the United States of America, Application Number 75/504117, Filed June 17, 1998, Registration Number 2331050, Registration Date March 21, 2000, Class 27, Goods – Carpet Cushion.

WhisperStep, Trademark Application in the United States of America, Application Number 78/295425, Filed September 3, 2003, Class 19, Goods – Flooring Underlayment.

Altex, Registered Trademark in the United States of America, Application Number 73/172486, Filed May 30, 1978, Registration Number 1121915, Registration Date July 10, 1979, Class 27, Goods - Carpet Cushioning.

ZX, Registered Trademark in the United States of America, Application Number 73/206802, Filed March 9, 1979, Registration Number 1145505, Registration Date January 6, 1981, Class 27, Goods – Rubber carpet underlay.

NZX Stylized, Registered Trademark in the United States of America, Application Number 73/206803, Filed March 9, 1979, Registration Number 1148063, Registration Date March 3, 1981, Class 27, Goods – Rubber carpet underlay.

Rubber-Loc, Registered Trademark in the United States of America, Application Number 72/408564, Filed November 24, 1971, Registration Number 964238, Registration Date July 17, 1973, Class 27, Goods – Rug pads and carpet cushions.

Rubber-Step, Registered Trademark in the United States of America, Application Number 71/600954, Filed July 20, 1950, Registration Number 560786, Registration Date July 1, 1952, Class 27, Goods – Rug and carpet cushions.

Lami-Mate, Registered Trademark in the United States of America, Application Number 75/606711, Filed December 16, 1998, Registration Number 2349697, Registration Date May 16, 2000, Class 19, Goods – Flooring underlayment for laminated flooring.

Life Stylized, Registered Trademark in the United States of America, Application Number 73/075200, Filed January 26, 1976, Registration Number 1059971, Registration Date February 22, 1997, Class 27, Goods – Carpet cushions.

Whisper Loc, Trademark Application in the United States of America, Application Number 78/295423, Filed September 3, 2003, Class 27, Goods – Carpet Cushion and Flooring Underlayment.

EXHIBIT B - UNREGISTERED TRADEMARKS

AIRLITE
BERBER-MATE DELUXE
BERBER-MATE MASTER
BERBER-MATE ULTRA
BRAVA
CUSHIONAIRE
DIPLOMAT
MARTINIQUE
NEW BARCELONA
NEW CENTURA
NEW DELUXE I
NEW DELUXE II
NEW MILLENIA
NEW PERFORMER
RICH LIFE
RISE
RIVIERA
ROME
SUPERBA
THUNDERBAY
TUSCANY