

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Bill of Sale, Assignment and Assumption Agreement, and Asset Purchase Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INTERFLEX, LLC		02/29/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	LEGGETT & PLATT, INCORPORATED
Street Address:	NO. 1 LEGGETT ROAD
City:	CARTHAGE
State/Country:	MISSOURI
Postal Code:	64836
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77022476	INTERFLEX

CORRESPONDENCE DATA

Fax Number: (816)421-5547
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 816-474-6550
 Email: ssutton@shb.com
 Correspondent Name: SHOOK, HARDY & BACON LLP
 Address Line 1: 2555 GRAND BLVD.
 Address Line 2: INTELLECTUAL PROPERTY DEPT
 Address Line 4: KANSAS CITY, MISSOURI 64108-2613

ATTORNEY DOCKET NUMBER:	LGPL.141126
NAME OF SUBMITTER:	SCOTT B. STROHM
Signature:	/SCOTT B. STROHM/

OP \$40.00 77022476

Date:

04/15/2008

Total Attachments: 5

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement (this "Agreement") is dated as of February 29, 2008, by and between LEGGETT & PLATT, INCORPORATED, a Missouri corporation ("L&P") and INTERFLEX, LLC, a Florida limited liability company ("Interflex"). Reference is made to the Asset Purchase Agreement (as amended, the "APA") dated as of February 20, 2008, by and among J. LEON ELLMAN, an individual residing in Broward county, Florida, NEIL ELLMAN, an individual residing in Broward county, Florida, LANCE ELLMAN, an individual residing in Broward county, Florida, Interflex and L&P. Capitalized terms used but not otherwise defined herein have the respective meanings attributed to them in the APA. This Agreement is being entered into in connection with the transactions contemplated by the APA.

KNOW ALL MEN BY THESE PRESENTS that Interflex, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, grant, assign, transfer, deliver and set over to L&P, and its successors and assigns, all right, title and interest of Interflex in, under and to the Assets.

L&P hereby assumes all of the Assumed Liabilities. L&P assumes no other debts, liabilities or obligations of Interflex or its affiliates whatsoever. Such assumption of the Assumed Liabilities shall not be deemed to confer any rights or benefits upon any third persons, and L&P shall be entitled to contest any debt, liability or obligation alleged by any third person.


Interflex hereby grants to L&P a limited power of attorney to: (i) endorse Interflex's name on all instruments and documents necessary to vest in L&P full title, right and possession to the Assets; and (ii) institute and prosecute (in L&P's name or in Interflex's name for the benefit of L&P) any proceedings necessary or appropriate to collect, assert or enforce L&P's rights, title and interest to the Assets.

The covenants, agreements, representations and warranties contained herein and in the APA shall survive the execution of this Agreement. In the event of a conflict between this Agreement and the APA, the APA will control.

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IN WITNESS WHEREOF, L&P and Interflex have executed and delivered this Bill of Sale, Assignment and Assumption Agreement as of the date first written above.

LEGGETT & PLATT, INCORPORATED

By: 
Name: Paul Hauser
Title: Senior Vice President
President, Residential Furnishings

INTERFLEX, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, L&P and Interflex have executed and delivered this Bill of Sale, Assignment and Assumption Agreement as of the date first written above.

LEGGETT & PLATT, INCORPORATED

By: _____
Name: Paul Hauser
Title: Senior Vice President
President, Residential Furnishings

INTERFLEX, LLC

By: _____
Name: Lance Ellman
Title: Manager

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of February 20, 2008, is made by and among **INTERFLEX, LLC**, a Florida limited liability company ("Seller"), **J. LEON ELLMAN**, an individual residing in Broward county, Florida ("Leon"), **NEIL ELLMAN**, an individual residing in Broward county, Florida ("Neil"), **LANCE ELLMAN**, an individual residing in Broward county, Florida ("Lance", and together with Leon and Neil, the "Principals") (the Principals and Seller are collectively the "Seller Parties"), and **LEGGETT & PLATT, INCORPORATED**, a Missouri corporation ("Buyer").

RECITALS

Buyer desires to purchase, and Seller desires to sell, certain assets and properties used by Seller in the operation of Seller's adjustable bed business (the "Business"). Accordingly, in consideration of the premises and other good and valuable consideration, the parties intending to be legally bound agree as follows:

1. PURCHASE AND SALE

1.1 **"Assets" To Be Purchased and Sold.** Subject to the terms and conditions contained herein, on the Closing Date (as hereinafter defined) Seller shall sell, convey, assign, deliver and transfer to Buyer, free and clear of all Encumbrances (as hereinafter defined), and Buyer shall buy and take possession of, all right, title and interest in and to all of the following assets of Seller used in or relating to the Business (collectively, the "Assets"):

(a) All raw materials and work in process inventories in Seller's possession as of the close of business on the Closing Date (the "Raw Materials Inventories"), all of which will be set forth by Seller on Schedule 1.1(a) prior to Closing.

(b) All finished goods inventories in Seller's possession as of the close of business on the Closing Date, except for the Retained Inventories (as hereinafter defined), (the "Finished Goods Inventories" and together with the Raw Materials Inventories, the "Inventories"), all of which will be set forth by Seller on Schedule 1.1(b) prior to Closing, and on which Schedule Seller will identify any Finished Goods Inventories which were returned products from prior sales.

(c) Certain product assembly equipment and machinery identified by Buyer prior to Closing, which will be set forth on Schedule 1.1(c)(1) prior to Closing, together with all tooling, dies and other similar items related to the Company's products or any component thereof, wherever located, all of which will be set forth by Seller on Schedule 1.1(c)(2) prior to Closing (collectively, the "Tangible Personal Property").

(d) All patents, trade secrets, product research and developments, trademarks, service marks, trade names, product names, corporate names, copyrights, inventions, methods, formulas, trade secrets, know-how, designs, processes, confidential business information, technical data, product costs, customer lists, customer service phone numbers and email addresses, supplier lists, marketing materials and plans, customer and product pricing information, customer credit information, website content and internet domain names (the "Intellectual Property"), subject to Section 5.10;

(e) All books and records relating to any assets, properties or rights transferred to Buyer hereunder, together with all rights relating to or arising in connection with (i) product or quality

Schedule 2.5
Intellectual Property

1. Corporate Name – Interflex, LLC
2. Trademarks/Applications – “Interflex” Trademark Application; Notice of Allowance issued; Statement of Use has not been filed and is due in April, 2008.
3. Patents/Applications – None
4. Uses that may be eligible for trademark and/or patent registration
 - (a) Illuminate Lighting – name used with product; indirect lighting under adjustable bed; no trademark or patent filing; 11/7/07 legal opinion received that the mark is available for use and registration
 - (b) Gentle Rise Alarm – name used with product; adjustable bed interacts with alarm and moves 2” up or down; no trademark or patent filing; 11/7/07 legal opinion received that the mark is available for use and registration
 - (c) In Reach Frame – no trademark filing; 11/7/07 legal opinion received that search results revealed issues
 - (d) Quiet Night Mechanism – no trademark filing; 11/7/07 legal opinion received that search results revealed issues
 - (e) Gentle Touch Massage – no trademark filing; 11/7/07 legal opinion received that search results revealed issues
5. Developmental Products
 - (a) Universal Hand Control that operates adjustable bed, television and other electronics in the bedroom
 - (b) Knockdown Frame
6. Other
 - (a) Domain Name - www.interflexbeds.com
 - (b) The Company uses “Plug N Play” and “Accu Trac” on its website.
 - (c) The Company uses the phrases “Integrated Sleep Systems”, “InterFlex Sleep Systems” and “InterFlex Integrated Sleep Systems”.
 - (d) The Company uses a logo of a lower case “i” with an “f” inside it, as shown in the following picture from the Company’s website: