

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
MJB, Inc.	FORMERLY Layflat Products, Inc.	02/12/2005	CORPORATION: LOUISIANA
RECEIVING PARTY DATA			
Name:	Layflat Products, L.L.C.		
Street Address:	901 Tatum Street		
City:	Shreveport		
State/Country:	LOUISIANA		
Postal Code:	71107		
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1117719	LAYFLAT	
CORRESPONDENCE DATA			
Fax Number:	(225)388-9133		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	225-387-0999		
Email:	tara.madison@keanmiller.com		
Correspondent Name:	Tara Montgomery Madison		
Address Line 1:	P. O. Box 3513		
Address Line 4:	Baton Rouge, LOUISIANA 70821-3513		
ATTORNEY DOCKET NUMBER:	20115-0		
NAME OF SUBMITTER:	Tara Montgomery Madison		
Signature:	/tmmadison/		
Date:	06/17/2008		

CH \$40.00 1117719

Total Attachments: 11

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STATE OF LOUISIANA

PARISH OF CADDO

BILL OF SALE AND ASSIGNMENT

This BILL OF SALE AND ASSIGNMENT (the "Bill of Sale") is made as of the 12th day of February, 2005, but effective as of March 1, 2005, by and among:

MJB, Inc., as Louisiana Corporation, formerly known as Layflat Products, Inc., acting through its duly authorized officer, Martha Beadles, having its principal place of business at 901 Tatum Street, Shreveport Louisiana 71137-7315, hereinafter called "Seller"; and

LAYFLAT PRODUCTS, L.L.C., a Louisiana limited liability company, having its principal place of business at 5575 Bent Tree Dr, Shreveport, LA 71115-9565 represented herein by James G. Beadles, its sole member and manager duly authorized by resolution attached hereto, hereinafter called "Buyer";

RECITALS

A. Seller and Buyer entered into Asset Purchase Agreement dated as of March 1, 2005 (the "Agreement"), pursuant to which Buyer has agreed to purchase and Seller has agreed to sell certain assets; and

B. Seller and Buyer desire Buyer to be in possession of the instruments necessary to evidence the vesting in Buyer of title in and to the movable property assets to be transferred to Buyer; and

C. This Bill of Sale, together with certain other closing documents, is entered into pursuant to the terms of the Agreement; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

Sale

Capitalized terms shall have the meaning set forth herein or if not defined herein, then as set forth in the Agreement.

Upon the terms and subject to the conditions, representations and warranties contained in the Agreement, Seller does hereby, effective as of March 1, 2005, sell, convey, assign, transfer and deliver to Buyer, and Buyer hereby purchases and accepts, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's right, title and interest in and to all of Seller's property and assets, personal or mixed, tangible and intangible, of every kind and description, wherever located, including the following (but excluding the Excluded Assets):

- (a) all of Seller's equipment;
- (b) all Tangible Personal Property, including those items described in Part 2.1(b) of the Asset Purchase Agreement;
- (c) all Inventories;

- (d) all Accounts Receivable, all bank accounts, all general intangibles, all notes receivable (other than Buyer's note to Seller under this Contract), and all cash, including any and all petty cash;
- (e) all seller contracts made used or useful in the conduct of Seller's business (hereinafter "Seller's Contracts"), and all outstanding offers or solicitations made by or to Seller to enter into any Contract;
- (f) all Governmental Authorizations and all pending applications therefor or renewals thereof, in each case to the extent transferable to Buyer;
- (g) all data and Records related to the operations of Seller, including client and customer lists and Records, referral sources, research and development reports and Records, production reports and Records, service and warranty Records, equipment logs, operating guides and manuals, financial and accounting Records, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and Records and, subject to Legal Requirements, copies of all personnel Records and other Records;
- (h) all of the intangible rights and property of Seller, including Intellectual Property Assets, going concern value, goodwill, telephone, telecopy and e-mail addresses and listings, and all of Seller's rights in Seller's ISO certification (Seller agreeing to cooperate with Buyer to cause transfer of that certification to Buyer);
- (i) all insurance benefits in the way of payments for losses, including rights and proceeds, arising from or relating to the Assets or the Assumed Liabilities prior to the Effective Time, unless expended in accordance with this Agreement;
- (j) all of Seller's right, title and interest in and to the promissory note and vendor's lien made by USA Collision and Repair Center, L.L.C. in favor of Layflat Products, Inc., dated July 31, 2003, in the original principal amount of \$47,500.00; and
- (k) all of Seller's right to use the name "Layflat Products", it being agreed that as of the Effective Date, Seller shall change its name and shall thereafter not use the name "Layflat Products," and Buyer shall also change its name, becoming Layflat Products, L.L.C.

All of the property and assets to be transferred to Buyer hereunder are herein referred to collectively as the "Assets."

Title

As provided in the Agreement, Seller warrants that Seller is the true and lawful, perfect owner of the Assets, free and clear of any liens, encumbrances and other adverse interests of any kind, and Seller has full power, good right and lawful authority to dispose of the Assets in the aforesaid manner.

Excluded Assets

Seller has not conveyed, and Seller retains, the following:

- (a) all minute books, stock Records and corporate seals;
- (b) the shares of capital stock of Seller held in treasury;
- (c) all personnel Records and other Records that Seller is required by law to retain in its possession;
- (d) all claims for refund of Taxes and other governmental charges of whatever nature;
- (e) all rights in connection with and assets of any Employee Plans;
- (f) all rights of Seller under the Agreement, this Bill of Sale, and other documents executed in Seller's favor in connection with the Agreement; and
- (g) all rights of Seller in and to the immovable property described as follows:

All of Block 30 of Manchester Subdivision, a subdivision of Caddo Parish, Louisiana, as per plat recorded in Book 150, pages 376-377 of Conveyance Records of Caddo Parish, Louisiana, together with the East half of closed Jupiter Lane, lying next to and adjoining Block 30, and together with West half of closed Uranus Avenue, lying next to and adjoining Block 30, and

All of Block 23 of Manchester Subdivision, a subdivision of Caddo Parish, Louisiana, as per plat recorded in Book 150, pages 376-377 of Conveyance Records of Caddo Parish, Louisiana, and portions of the closed street right of way adjoining Block 23 on the North, East and West sides of said Block 23, being more fully described as follows: Commence at a point which is the intersection of the centerlines of Aero Drive and Fullerton Street (formerly Northway Blvd.); thence proceed South 0 degrees 19 minutes East along centerline of Fullerton Street, a distance of 755.0 feet to point of intersection of centerline of Fullerton Street and abandoned centerline of Foster Street (closed and abandoned per instrument number 90163/39); thence proceed South 89 degrees 41 minutes West along said centerline of abandoned Foster Street a distance of 365.0 feet to point of intersection of centerline of said abandoned Foster Street with abandoned centerline of Uranus Avenue (closed and abandoned per instrument number 90163/39); which is point of beginning of said tract; from the point of beginning proceed South 0 degrees 19 minutes East along said abandoned South line of said Block 23 a distance of 450.0 feet to point of intersection with abandoned centerline of Jupiter Lane (closed and abandoned per instrument number 90163/39); thence North 0 degrees 19 minutes West along the centerline of Foster Street; thence proceed North 89 degrees 41 minutes East along the abandoned centerline of Foster Street a

distance of 450.0 feet to point of intersection with said abandoned centerline of Uranus Avenue, which is the point of beginning.

Together with all buildings and improvements located thereon.

The property foregoing immovable property has as its address 901 Tatum Street, Shreveport Louisiana, 71107.

Assumption of Certain Liabilities By Buyer

Buyer assumes and agrees to discharge the following of Seller's Liabilities as they relate to the Assets (the "Assumed Liabilities"), but no others:

- (i) any trade account payable reflected on the Interim Balance Sheet (other than a trade account payable to any Shareholder or a Related Person of Seller or any Shareholder) that remains unpaid at and is not delinquent as of the Effective Time;
- (ii) any trade account payable (other than a trade account payable to any Shareholder or a Related Person of Seller or any Shareholder) incurred by Seller in the Ordinary Course of Business between the date of the Interim Balance Sheet and the Effective Time that remains unpaid at and is not delinquent as of the Effective Time;
- (iii) any Liability to Seller's customers incurred by Seller in the Ordinary Course of Business for nondelinquent orders outstanding as of the Effective Time reflected on Seller's books (other than any Liability arising out of or relating to a breach of any obligation of Seller that occurred prior to the Effective Time, hereinafter called a "Breach"); and
- (iv) any Liability to Seller's customers under written warranty agreements in the forms given by Seller to its customers in the Ordinary Course of Business prior to the Effective Time.

Retention of All Other Liabilities By Seller

The following Retained Liabilities are not conveyed or assigned to Buyer, and Buyer does not accept same. The Retained Liabilities shall remain the sole responsibility of and shall be retained, paid, performed and discharged solely by Seller. "Retained Liabilities" shall mean every Liability of Seller other than the Assumed Liabilities, including:

- (i) any Liability for Taxes, including (A) any Taxes arising as a result of Seller's operation of its business or ownership of the Assets prior to the Effective Time, (B) any Taxes that will arise as a result of the sale of the Assets pursuant to this Agreement and (C) any deferred Taxes of any nature;
- (ii) any Liability under the Employee Plans or relating to payroll, vacation, sick leave, workers' compensation, unemployment benefits, pension benefits, employee stock option or profit-sharing plans, health care plans or benefits or any other employee plans or benefits of any kind for Seller's employees or former employees or both;
- (iii) any Liability under any employment, severance, retention or termination agreement entered into by Seller;

- (iv) any Liability of Seller to any Shareholder or Related Person of any Shareholder of Seller;
- (v) any Liability to indemnify, reimburse or advance amounts to any officer, director, employee or agent of Seller;
- (vi) any Liability to distribute to any of Seller's shareholders or other person or otherwise to apply all or any part of the consideration received hereunder or any consideration for any interest in the Assets;
- (vii) any Liability arising out of any Proceeding pending as of the Effective Time;
- (viii) any Liability arising out of any Proceeding commenced after the Effective Time and arising out of or relating to any occurrence or event happening prior to the Effective Time;
- (ix) any Liability arising out of or resulting from Seller's compliance or noncompliance with any Legal Requirement or Order of any Governmental Body;
- (x) any Liability of Seller under this Agreement or any other document executed in connection with the Contemplated Transactions;
- (xi) any Liability of Seller based upon Seller's acts or omissions occurring after the Effective Time; and
- (xii) any other Liability of Seller which is not an Assumed Liability under Section 2.4(a).

Further Acts

Seller has covenanted, and by this Bill of Sale does hereby covenant, with Buyer, that Seller, for the better assuring and confirming in Buyer of title to the Movable Property transferred, shall do or cause to be done all such further acts, and shall execute and deliver or cause to be executed and delivered, all such transfers, assignments and conveyances, evidences of title, notices, powers of attorney and assurances, as Buyer shall reasonably require.

Survival of Representations and Warranties

This transfer and conveyance is made pursuant to the Agreement. The representations and warranties made by Seller in the Agreement, shall survive the closing of this transfer and conveyance as set forth in the Agreement. Nothing herein shall be construed to modify, limit or otherwise detract from or add to the covenants, warranties and agreements made by Seller in the Agreement.

[signatures follow on next page]


DONE AND PASSED at Shreveport, Louisiana, in said Parish of Caddo, in the presence of the undersigned competent witnesses, on this the 12th day of February, 2005, but effective as of March 1, 2005.

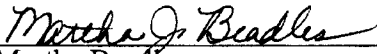
BUYER

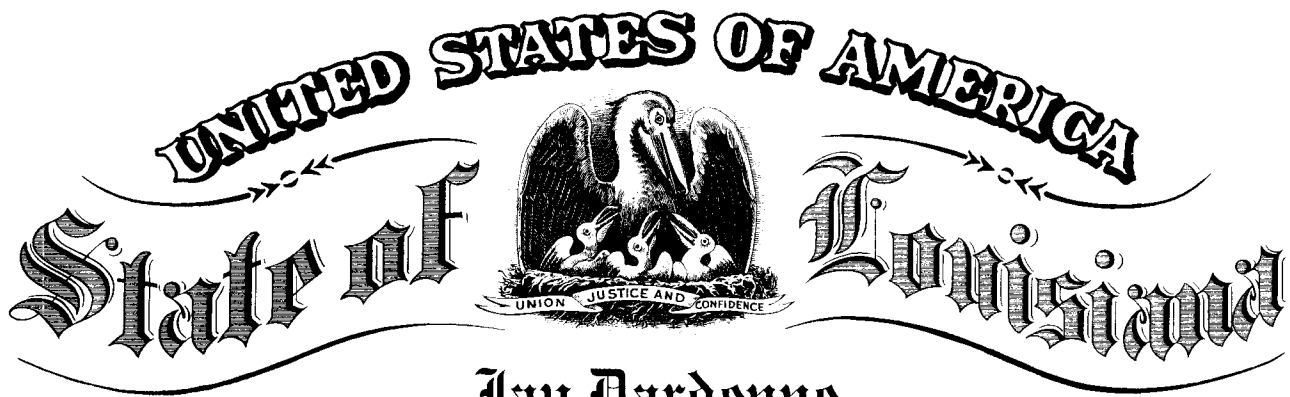
SELLER

BEADLES LAYFLAT, L.L.C.

LAYFLAT PRODUCTS, INC

By: 
James G. Beadles
Sole member and manager

By: 
Martha Beadles
Secretary and Treasurer
Duly Authorized to Act Herein
By Consent of the Shareholders
and Board of Directors of the
Corporation

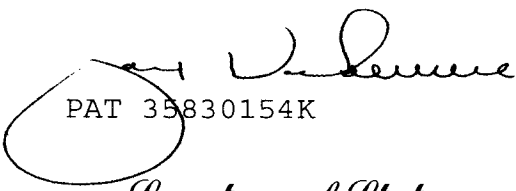


Jay Dardenne
SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that
the annexed and following is a True and Correct copy of an
Amendment as shown by comparison with document filed and
recorded in this Office on May 9, 2005.

*In testimony whereof, I have hereunto set
my hand and caused the Seal of my Office
to be affixed at the City of Baton Rouge on,*

June 13, 2008


PAT 35830154K

Secretary of State

AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
BEADLES LAYFLAT, L.L.C.

STATE OF LOUISIANA

PARISH OF CADDO

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, in and for the Parish of Caddo, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared JAMES G. BEADLES, a resident of Caddo Parish, Louisiana, in his capacity as the sole member and manager of Beadles Layflat, L.L.C. (hereinafter referred to as "Manager"), who declared that:

RECITALS

A. Beadles Layflat, L. L.C., a Louisiana limited liability company (the "Company") was formed pursuant to Articles of Organization filed with the Secretary of State of Louisiana on December 7, 2004; and

B. By resolutions adopted on January 27, 2005, by Act of Written Consent of the sole member of the Company, the name of the Company was changed to Layflat Products, L. L.C. and the Manager was directed to file an amendment to the Company's Articles of Organization in order to reflect the name change.

NOW, THEREFORE, in view of the foregoing, the Manager does hereby file these Articles of Amendment to the Articles of Organization of Beadles Layflat, L. L.C., pursuant to La. R.S. 12:1309B, and amend Article I of the Articles of Organization to read as follows:

ARTICLE 1
NAME

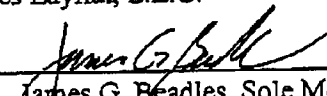
The name of this limited liability company is **LAYFLAT PRODUCTS, L.L.C.**


THUS DONE AND SIGNED in the presence of the undersigned competent witnesses and me, Notary, in the Parish of Caddo, State of Louisiana, on this 12th day of February, 2005.

WITNESSES:

Beadles Layflat, L.L.C.


MARIE STREETMAN

By: 
James G. Beadles, Sole Member
and Manager


GAI H. WILLIAMS



Notary Public in and for the
State of Louisiana, Parish of Caddo
My commission is for life.
NOTARY ID 029262
STEPHEN R. WILLIAMS

ACT OF WRITTEN CONSENT OF MEMBERS

The undersigned, being the owners of all of the membership interests in Beadles Layflat, L.L.C., acting pursuant to La. R. S. 12:1318B of its Articles of Organization, do hereby adopt the following resolutions:

RESOLVED, that Beadles Layflat, L. L. C. (the "Company") hereby amends Article I. of the Articles of Organization thereof, changing the name of said Company to Layflat Products, L.L.C.; and

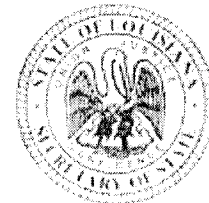
BE IT FURTHER RESOLVED that James G. Beadles, Manager of the Company, be and he is hereby authorized and directed to execute an Act of Amendment in authentic form to amend Article I. of the Articles of Organization, thus to change the Company's name; and to file and record said Act of Amendment in the office of the Secretary of State and in the office of the Recorder of Mortgages for the Parish of Caddo, and to do and perform all other acts necessary or desirable in accomplishing the foregoing, in accordance with law.

IN WITNESS WHEREOF, this Act of Written Consent of Members is signed on this 12 day of February, 2005.


James G. Beadles, Sole Member and Manager



Louisiana Secretary of State
COMMERCIAL DIVISION
Corporations Database



Louisiana Secretary of State
Detailed Record

Charter/Organization ID: 30031250D

Name: LAYFLAT PRODUCTS, INC.

Merger or Conversion Information: MERGED INTO MJB, INC., DOM AT SHREVEPORT, LA ON 09-08-1986

Type Entity: Business Corporation

Status: Not Active (Voluntary action)

Last Report Filed on 04/17/C-86

Mailing Address: C/O M. R. TATUM, 901 TATUM STREET, SHREVEPORT, LA 71107

Domicile Address: 901 TATUM STREET, SHREVEPORT, LA 71107

File Date: 12/15/1972

Registered Agent (Appointed 12/15/1972): M. R. TATUM, 901 TATUM STREET, SHREVEPORT, LA 71107

Registered Agent (Appointed 4/08/1985): DOROTHY TATUM, 901 TATUM STREET, SHREVEPORT, LA 71107

President: M.R. TATUM, 901 TARUM STREET, SHREVEPORT, LA 71107

Secretary/Treasurer: DOROTHY TATUM, 901 TATUM STREET, SHREVEPORT, LA 71107

Amendments on File

MERGER (09/08/1986)

SUPPLEMENTAL INITIAL REPORT (12/27/1972)

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