

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
Layflat Products, L.L.C.		06/30/2008	LIMITED LIABILITY COMPANY: LOUISIANA
RECEIVING PARTY DATA			
Name:	Impact Products LLC		
Street Address:	777 Summer Street		
Internal Address:	Suite 502		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1117719	LAYFLAT	
Registration Number:	2330603	FINISH MASTER	
Serial Number:	78965974	MICROFIBER TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	(212)319-4090		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-318-6518		
Email:	terrenceboyle@paulhastings.com		
Correspondent Name:	Terrence Boyle		
Address Line 1:	75 East 55th St		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	33337.00015		
NAME OF SUBMITTER:	Jameseko Glenn, Esq.		

CH \$90.00 1117719

Signature:	/Jameseko Glenn/
Date:	07/02/2008
Total Attachments: 5 source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif source=Trademark Assignment Agreement#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of June 30, 2008, is entered into by and between Layflat Products, L.L.C., a Louisiana limited liability company ("Assignor") and Impact Products LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, upon the terms and subject to the conditions set forth in the Asset Purchase Agreement, dated as of June 26, 2008 (the "Purchase Agreement"), by and between Assignor and Assignee, Assignee desires to purchase, assume and accept from Assignor, and Assignor desires to sell, transfer, assign and deliver to Assignee, all of Assignor's right, title, privilege and interest in, to and under certain trademarks, domain names and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, including those which are the subject of registrations and applications for registration which are listed on Appendix I attached hereto and incorporated herein by reference (the "Marks").

NOW THEREFORE, for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged the parties hereby agree as follows:

Assignor does hereby irrevocably grant, sell, transfer, convey, assign and deliver to Assignee, and Assignee does hereby accept the grant, sale, transfer, conveyance, assignment and delivery from Assignor, all of Assignor's right, title, privilege and interest in and to the Marks throughout the universe, including all registrations and applications therefor and all goodwill symbolized by and connected with the use thereof, and all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringements, unfair competition, misappropriations, or other violations thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Marks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives or designees.

Assignor hereby agrees to execute and deliver, or use commercially reasonable efforts to cause to be executed and delivered, upon the request of Assignee, such additional documents as are necessary to register and otherwise give full effect to the rights of Assignee in and to the Marks under this Trademark Assignment, including all documents necessary to record in the name of Assignee the assignment of the Marks with the United States Patent and

Trademark Office, domain name registrar and with any other appropriate foreign or international office or registrar.

This Trademark Assignment is made pursuant to, and is subject to the terms of, the Purchase Agreement. Notwithstanding anything to the contrary contained in this Trademark Assignment, nothing contained herein is intended to or shall be deemed to limit restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of the Assignor or Assignee under the Purchase Agreement, and in the event of any conflict between the terms and provisions hereof and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

This Trademark Assignment shall be binding upon and inure solely to the benefit of each party hereto and its respective successors and permitted assigns, and nothing in this Trademark Assignment, express or implied, is intended to or shall confer upon any other Person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Trademark Assignment.

This Trademark Assignment will be deemed to be a contract made under the laws of the State of New York, and for all purposes will be governed by and interpreted in accordance with the laws prevailing in the State of New York, without regard to principles of conflict laws that would result in the application of the laws of a jurisdiction other than the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Trademark Assignment to be executed and delivered by their duly authorized officers as of the date first set forth above.

ASSIGNEE

IMPACT PRODUCTS LLC

By: Jeffrey L. Reed

Name: JEFFREY L. REED

Title: Secretary

ASSIGNOR

LAYFLAT PRODUCTS, L.L.C.

By: _____

Name: James Beadles

Title: Manager

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Trademark Assignment to be executed and delivered by their duly authorized officers as of the date first set forth above.

ASSIGNEE

IMPACT PRODUCTS LLC

By: _____

Name: _____

Title: _____

ASSIGNOR

LAYFLAT PRODUCTS, L.L.C.

By:  _____

Name: James Beadles

Title: Manager

Appendix I

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration/Serial Number</u>
LAYFLAT	UNITED STATES	1117719
LAYFLAT	MEXICO	588647
FINISH MASTER	UNITED STATES	2330603
MICROFIBER TECHNOLOGIES	UNITED STATES	78965974

Domain Names

<u>Domain Name</u>	<u>Registration Date</u>	<u>Expiration Date</u>
www.layflat.com	February 28, 1999	February 28, 2011