

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
West Point Products, LLC		04/14/2010	LIMITED LIABILITY COMPANY: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	West Point Acquisition, LLC		
<b>Street Address:</b>	School House Lane		
<b>City:</b>	Valley Grove		
<b>State/Country:</b>	WEST VIRGINIA		
<b>Postal Code:</b>	26060		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2820000	WEST POINT PRODUCTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)918-1199		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	412-918-1100		
<b>Email:</b>	pboss@metzlewis.com		
<b>Correspondent Name:</b>	Barry I. Friedman, Metz Lewis LLC		
<b>Address Line 1:</b>	11 Stanwix Street, 18th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15222		
<b>NAME OF SUBMITTER:</b>	Barry I. Friedman		
<b>Signature:</b>	/bif33695/		
<b>Date:</b>	04/25/2011		

CH \$40.00 2820000

Total Attachments: 6

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## TRADEMARK ASSIGNMENT AND AGREEMENT

This Trademark Assignment and Agreement (this "Assignment") is made effective as of the 14 day of April, 2010, by and between West Point Products, LLC, an Ohio limited liability company ("Assignor"), and West Point Acquisition, LLC, a Delaware limited liability company ("Assignee").

### INTRODUCTION

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks and trademark registrations listed on the attached Schedule A (hereinafter, the "Trademarks"), and the goodwill of the business associated with the Trademarks (the "Goodwill");

WHEREAS, Assignee is desirous of acquiring all rights to the Trademarks and the Goodwill.

### ASSIGNMENT AND AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and sets over to Assignee, the entire right, title, interest in, to and under the Trademarks and the Goodwill to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, as fully and completely as the same would have been held by Assignor if this assignment had not been made. Without limiting the generality of the foregoing, Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee causes of action and rights to bring suit for past infringement of the Trademarks.
2. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights, including the Patent and Trademark Office of the United States, to record Assignee as the assignee and owner of the Trademarks.
3. Upon reasonable notice given by Assignee, Assignor hereby agrees to execute and deliver at a future date any additional documents that Assignee determines may be necessary or desirable, or that may be required under federal or state law, to preserve and protect, and to perfect Assignee's ownership of, the Trademarks and the Goodwill. Assignor further agrees to pay any filing or other governmental fees and charges that become due and payable prior to the date hereof in connection with the registration of any of the Trademarks.
4. Assignor hereby grants to Assignee a power of attorney (which power is hereby acknowledged to be coupled with an interest and irrevocable) and appoints

Assignee to serve as its agent and attorney-in-fact, with powers of substitution, in each case for the limited purposes of executing and delivering such documents and doing such acts in Assignor's place and stead as Assignor would otherwise be obligated to do pursuant to paragraph 3 above.

5. Except to the extent that federal law preempts state law with respect to matters covered hereby, this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflict of laws provisions thereof.

[Signature Page Follows]

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

Assignor:

West Point Products, LLC

By: [Signature]  
Name: Thomas D. Day Jr  
Title: CEO

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, personally appeared before me \_\_\_\_\_, the \_\_\_\_\_ of WEST POINT PRODUCTS, LLC, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the \_\_\_\_\_ of said corporation, and that he signed and delivered the same in behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

\_\_\_\_\_  
Notary Public

ACCEPTED:

West Point Acquisition, LLC  
as Assignee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

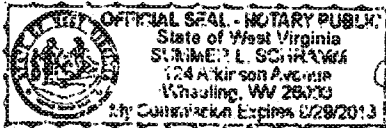
Assignor:

West Point Products, LLC

By: [Signature]  
Name: Thomas R. Day II  
Title: CEO

STATE OF WV )  
COUNTY OF Ohio ) SS:

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 14<sup>th</sup> day of April, 2010, personally appeared before me Thomas Day, the CEO of WEST POINT PRODUCTS, LLC, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the CEO of said corporation, and that he signed and delivered the same in behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.



[Signature]  
Notary Public

ACCEPTED: West Point Acquisition, LLC  
as Assignee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



SCHEDULE A

MARK	REGISTRATION NUMBER	FILING DATE	REGISTRATION DATE
WEST POINT PRODUCTS	2,820,000	4/14/2003	3/2/2004