

06-09-1999



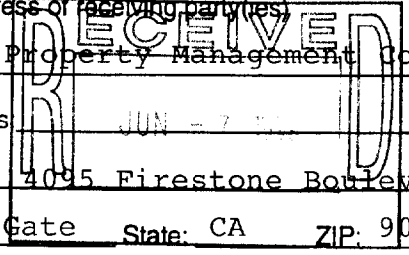
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

# CORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

MD 6-7-99



1. Name of conveying party(ies):

Maxwell Products, Inc.

- Individual(s)
- General Partnership
- Corporation-State (California)
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) 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: South Gate State: CA ZIP: 90280

- Individual(s) citizenship
- 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) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 18, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

(see attached Exhibit A)

Additional numbers attached?  Yes  No

1288943

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John D. Poffenberger, Esq.

Internal Address: WOOD, HERRON & EVANS, LLP

Street Address: 2700 Carew Tower

City: Cincinnati State: OH ZIP: 45202

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:482 125.00 OP

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.

John D. Poffenberger  
Name of Person Signing

*John D. Poffenberger*  
Signature

June 21, 1999  
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 001908 FRAME: 0013

Exhibit A

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MAXI-SAFE	1,286,943	07/24/1984
AMERICAN FITNESS BED	1,450,835	08/04/1987
HEADBOARD HUGGER	2,014,542	11/05/1996
LIFESTYLE	2,057,999	04/29/1997
MAXIDRIVE	2,139,576	02/24/1998
NITE-GLOW	2,197,947	10/20/1998

**TRADEMARK ASSIGNMENT**  
(Maxwell Products, Inc.)

WHEREAS, Maxwell Products, Inc., a corporation duly organized and existing under the laws of the State of California and doing business at 13151 Midway Place, Cerritos, California 90703 (hereinafter "Assignor"), has adopted and used and is the owner of the entire right, title and interest in, to and under the trademarks, together with the goodwill of the business symbolized by said trademarks and the United States registrations and application(s) for registration thereof, as set forth on the attached Exhibit A;

WHEREAS, the Assignor desires to assign and transfer to L&P Property Management Company, a corporation duly organized and existing under the laws of the State of Delaware and having its principal office and place of business at 4095 Firestone Boulevard, Southgate, California 90280 (hereinafter "Assignee"), certain assets of its corporation, including all right, title and interest in, to and under all of the Assignor's trademarks, registered and unregistered, including the trademarks asset forth on the attached Exhibit A, together with the goodwill of the business symbolized thereby, and said registrations and application(s) for registration thereof;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Assignor by these presents does sell, assign and transfer unto the said Assignee, its successors, assigns and legal representatives, the entire right and interest in and to all of the said trademarks, registered and unregistered,

of Assignor, including the trademarks set forth on the attached Exhibit A, the goodwill of the business symbolized by said trademarks and the registrations and application(s) for registration thereof, together with 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.

Executed this 18 day of February, 1999.

MAXWELL PRODUCTS, INC.

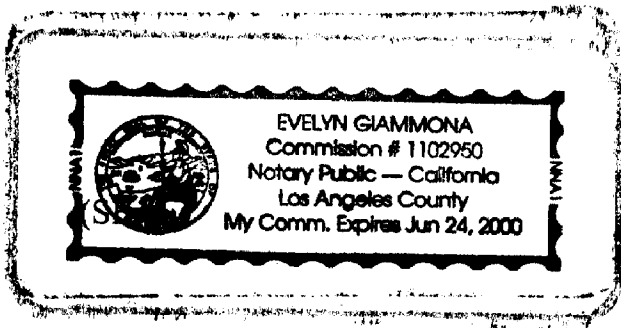
By: *Neil Nermon*  
Neil Nermon

Title: Chairman of the Board and  
Chief Executive Officer

COUNTY OF LOS ANGELES :

STATE OF CALIFORNIA :

On this 18<sup>th</sup> day of February, 1999, personally appeared before me Neil Nermon, to me known and known to me to be the person aforesaid who duly acknowledged the signing of the foregoing instrument to be his voluntary act and deed and who executed the same for the uses and purposes therein set forth.



*Evelyn Giammona*  
Notary Public