

08-01-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

LADD Industries, Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date July 16, 2003

2. Name and address of receiving party(ies)

Name: Carlton-Bates Company

Internal Address: Steve Allen

Street Address: 3600 West 69th Street

City: Little Rock State: Arkansas Zip: 72209

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2517095

Additional number(s) attached Yes No

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

Name: Alston & Bird LLP

Internal Address: Jay Sloman

Street Address: 1201 West Peachtree Street

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: 32

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Jay E. Sloman

Name of Person Signing

Signature

July 22, 2003 Date

Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK REEL: 002792 FRAME: 0018

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement ("Agreement") is made this 16<sup>th</sup> day of July, 2003, by and between Carlton-Bates Company, an Arkansas corporation ("Assignee"), and LADD Industries, Inc., an Ohio corporation ("Assignor").

WHEREAS, Assignor and Assignee are parties, along with others, to that certain Asset Purchase Agreement dated the 16<sup>th</sup> of July, 2003 pursuant to which Assignor has agreed to assign to Assignee certain Owned Intellectual Property and associated goodwill to Assignee ("Asset Purchase Agreement"); and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and in consideration of the mutual promises it contains, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an integral and necessary part of the transaction, it is hereby agreed that:

1. **Assignment of Owned Intellectual Property.** Assignor does hereby grant, assign, transfer and set over to Assignee all right, title and interest whatsoever throughout the world in and to the Owned Intellectual Property, including, but not limited to, the trademarks and service marks listed on Schedule A and other intellectual property assets listed on Schedule B, to the full extent of the scope of use therein described, together with the goodwill and all business connected with the use of and symbolized by the Owned Intellectual Property and the right to sue for all past, present and future infringements of the Owned Intellectual Property.

2. **Technical Documentation.** Assignor does hereby grant, assign, transfer and set over to Assignee all right, title and interest whatsoever in all technical and descriptive materials relating to the Owned Intellectual Property.

3. **Further Assurances.** Without further consideration, Assignor and Assignee shall take all such other action and shall procure or execute, acknowledge, and deliver all such further certificates, conveyance instruments, consents, and other documents as Assignee or its counsel, or Assignor or its counsel, as the case may be, may reasonably request to vest in Assignee, and perfect and protect Assignee's right, title, and interest in, and enjoyment of, the Owned Intellectual Property.

4. **Duration.** This Assignment is made unto Assignee, its successors and assigns, for the full duration of all such rights, and any renewals or extensions thereof.

5. **Governing Law.** Regardless of any conflict of law or choice of law principles that might otherwise apply, the Parties agree that this Agreement shall be

governed by and construed in all respects in accordance with the laws of the State of Ohio.

*[Signatures on the Following Page]*

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed on its behalf by its duly authorized officers, all as of the day and year first above written

**ASSIGNEE:**  
CARLTON-BATES COMPANY

By: William P. Carlton

Name: William P. Carlton

Title: President

**ASSIGNOR:**  
LADD INDUSTRIES, INC.

By: \_\_\_\_\_

Name: R. Wayne Penrod

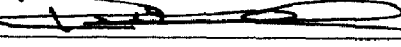
Title: President

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed on its behalf by its duly authorized officers, all as of the day and year first above written

**ASSIGNEE:**  
CARLTON-BATES COMPANY

**ASSIGNOR:**  
LADD INDUSTRIES, INC.

By: \_\_\_\_\_  
Name: William P. Carlton  
Title: President

By:  \_\_\_\_\_  
Name: R. Wayne Penrod  
Title: President

**Schedule A**

**Trademarks and Service Marks**

<b><i>Federal Trademarks</i></b>	
Reg. No.	2,517,095

LADD logo, which is not a registered trademark.

**Schedule B**

***Domains***  
LADDINC.COM

# ALSTON & BIRD LLP

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1201 West Peachtree Street  
Atlanta, Georgia 30309-3424

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Jay E. Sloman

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E-mail: [jsloman@alston.com](mailto:jsloman@alston.com)

July 22, 2003

## VIA FIRST CLASS MAIL

Commissioner of Patent & Trademarks  
**Box Assignments**  
Washington, D.C. 20231

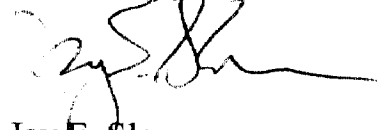
Re: Recordation of Documents  
*LADD Industries, Inc./Carlton-Bates Company – Assignment*

Dear Sir or Madam:

Enclosed please find the Recordation Form Cover Sheet, pertinent attachments, and a check in the amount of \$40.00 made payable to Commissioner of Patents & Trademarks, as it relates to the above-referenced.

With kind regards, I remain

Very truly yours,



Jay E. Sloman

JES:cbt  
Enclosure  
ATL01/11474676v1

1211 East Morehead Street  
P. O. Drawer 34009  
Charlotte, NC 28234-4009  
704-331-6000  
Fax: 704-334-2014

3605 Glenwood Avenue, Suite 310  
P. O. Drawer 31107  
Raleigh, NC 27622-1107  
919-420-2200  
Fax: 919-420-2260

601 Pennsylvania Avenue, N.W.  
North Building, 11th Floor  
Washington, DC 20004-2601  
202-756-3300

**TRADEMARK**

**RECORDED: 07/30/2003**

**REEL: 002792 FRAME: 0025**