

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

TRADEMARKS ONLY

Patent and Trademark Office

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

<p>1. Name of conveying party(ies) Dash Multi-Corp, Inc.</p> <p><input type="checkbox"/> Individual                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership        <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation - Missouri  <input type="checkbox"/> Other</p> <p>Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: L&amp;P Property Management Company</p> <p>Internal Address: Street Address: No. 1 Leggett Road City/State/Zip: Carthage, Missouri 64836</p> <p><input type="checkbox"/> Individual    <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership    <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation - Delaware  <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>			
<p>3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement    <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other - _____</p> <p>Execution Date: <u>November 30, 2005</u></p>	<p>4. Application number(s) or registration number(s):</p> <table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;"> <p>A. Trademark Application No.(s)</p> </td> <td style="width:50%; border: none;"> <p><input checked="" type="checkbox"/> Mark if additional numbers attached</p> <p>B. Trademark Registration No.(s): 2,479,732</p> </td> </tr> </table>	<p>A. Trademark Application No.(s)</p>	<p><input checked="" type="checkbox"/> Mark if additional numbers attached</p> <p>B. Trademark Registration No.(s): 2,479,732</p>	
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Kristin Jordan Harkins CONLEY ROSE, P.C. 5700 Granite Parkway, Suite 330 Plano, TX 75024</p>	<p>6. Total number of applications and registration involved: 1</p> <p>7. Total fee (37 CFR 3.41)    \$40.00</p> <p><input checked="" type="checkbox"/> Withdraw from Deposit Account No. 50-1515</p> <p><input checked="" type="checkbox"/> Any deficiencies or overpayments are authorized to be charged to or credited to deposit account</p> <p>8. Deposit Account Number: <u>50-1515</u> (Attach duplicate copy of this page if paying by deposit account)</p>			
<p>DO NOT USE THIS SPACE</p>				
<p>9. Statement and signature. <i>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.</i></p> <table style="width:100%; border: none;"> <tr> <td style="width:30%; border: none;"> <p><u>Kristin Jordan Harkins</u> Name of Person Signing</p> </td> <td style="width:35%; border: none;"> <p><u>Kristin Jordan Harkins</u> Signature</p> </td> <td style="width:35%; border: none;"> <p><u>February 23, 2006</u> Date</p> </td> </tr> </table> <p style="text-align: right; font-size: small;">Total number of pages including cover sheet, attachments and document: 10</p>		<p><u>Kristin Jordan Harkins</u> Name of Person Signing</p>	<p><u>Kristin Jordan Harkins</u> Signature</p>	<p><u>February 23, 2006</u> Date</p>
<p><u>Kristin Jordan Harkins</u> Name of Person Signing</p>	<p><u>Kristin Jordan Harkins</u> Signature</p>	<p><u>February 23, 2006</u> Date</p>		

CH \$40.00 501515 2479732

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment"), dated as of November 30, 2005, is made by and among:

**Dash Multi-Corp, Inc.**, a Missouri corporation ("*Parent*"), **Dash Services, Inc.**, a Missouri corporation ("*LeasingSub*"), **Griptex Industries, Inc.**, a Georgia corporation ("*Griptex*"), **Quick-Knit, Inc.**, a Georgia corporation ("*Quick-Knit*"), and **Marvin S. Wool**, the principal shareholder of Parent ("*Shareholder*")

*And*

**L&P Materials Manufacturing, Inc.**, a Delaware corporation ("*Buyer*"); and **L&P Property Management Company**, a company related to Buyer and a Delaware corporation with its principal place of business situated in the State of California ("*L&P*").

Parent, LeasingSub, Griptex and Quick-Knit are referred to herein collectively as ("*Seller*"). In certain instances where the context requires, references to Seller shall be deemed to mean each of Parent, LeasingSub, Griptex and Quick-Knit considered individually.

## RECITALS

**WHEREAS**, pursuant to a certain Asset Purchase Agreement ("*APA*") executed on or about the date of this Assignment, Buyer is purchasing from Seller certain assets and properties, including without limitation trademarks, company names, and domain names, which are used by Seller in the operation of the business of Griptex and Quick-Knit (the "*Business*").

**WHEREAS**, Seller and Buyer desire to formalize their agreement as to the assignment of the trademarks, company names and domain names used by Seller in the operation the Business, including without limitation the right, title and interest in, to and under the trademarks, company names and domain names as used in the Business, together with the goodwill of the business symbolized by the same; and,

**WHEREAS**, Buyer desires to direct Seller to assign certain of the trademarks and company names to its related company, L&P.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the parties intending to be legally bound agree as follows:

1. Trademark Ownership: Seller represents that it owns the entire right, title and interest in, to and under the trademarks, together with the goodwill of the business symbolized by the trademarks, which are used by Seller in the Business, which are identified and described in Exhibits A and B attached hereto. The marks are collectively referred to as the "Trademarks." Seller's rights include all common law rights to the Trademarks and all registration rights conferred by the United States Trademark Office or other foreign national trademark offices.

Seller's rights further include the right to assign the Trademarks under the terms and conditions of this Assignment without violation of any contractual or legal obligations Seller may have to any other party.

2. Trademark Assignment: Seller does hereby sell, assign and transfer unto L&P, its successors, assigns and legal representatives, the entire right, title and interest in all Trademarks which are used by Seller in the Business, including without limitation the Trademarks set forth in the attached Exhibit A, the goodwill of the business symbolized by the Trademarks, the registrations and application(s) for registration thereof in all countries, and all common law rights. This sale, assignment and transfer includes 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.

3. Transferred Name Rights Assignment: Seller does hereby sell, assign and transfer unto L&P, its successors, assigns and legal representatives, all of Seller's right, title and interest in the company names GRIPTEX and QUICK-KNIT, for exclusive use in connection with the Business (the "Transferred Name Rights"). Such sale, assignment and transfer shall include the goodwill of the business symbolized by the Transferred Name Rights, the registrations and application(s) for registration thereof, all common law rights, and the right to recover all damages resulting from prior infringement of the Transferred Name Rights, 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, to the extent relating to the Transferred Name Rights.

4. Domain Name Assignment: Seller does hereby sell, assign and transfer unto Buyer, its successors, assigns and legal representatives, all of Seller's right, title and interest in the domain name used by Seller in connection with the Business, being the domain names "griptex.com" and "quickknit.com."

5. Cessation of Use of the Trademarks, Transferred Name Rights and Domain Names: Upon execution of this Assignment, Seller agrees to cease from all further use of the Trademarks, the Transferred Name Right and the domain names "griptex.com" and "quickknit.com," the rights to which are sold, assigned and transferred pursuant to this Assignment, and agrees not to use any mark, name or domain name which is confusingly similar to such Trademarks.

6. Delivery of Materials: Upon execution of this Assignment, Seller shall deliver to Buyer all of Seller's documents and files relating to the Trademarks, the Transferred Name Rights and the domain names "griptex.com" and "quickknit.com," the rights of which are sold, assigned and transferred pursuant to this Assignment, including without limitation all trademark and service mark applications and registration files, all Certificates of Registrations and all other written or electronic documents displaying the Trademarks, the Transferred Name Rights and the domain names "griptex.com" and "quickknit.com." Seller shall be permitted to retain copies of all such documents and files.

Any materials mentioned in this section which are held by Seller's counsel or any third party from which Seller has the right to obtain such materials shall be considered Seller's documents and files.

7. Additional Documents: Seller shall execute any further documents requested by Buyer to document the Buyer's or L&P's rights granted herein, such as formal assignments of trademarks and domain name transfers suitable for recording in the United States or foreign national trademark offices or with the applicable domain name registration authority.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

DASH MULTI-CORP, INC.

By: Marvin Wool

Name: Marvin Wool

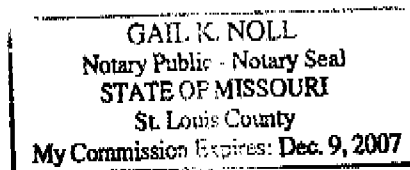
Title: President

STATE OF MISSOURI )  
 ) SS  
CITY OF ST. LOUIS )

On this 30<sup>th</sup> day of November, 2005, personally appeared before me Marvin Wool, to me known and known to me to be the person aforesaid, who duly acknowledged the signing of the foregoing instrument to be his/her voluntary act and deed, and as President of DASH MULTI-CORP., INC., did execute the same for the uses and purposes therein set forth.

(Seal)

Gail K. Noll  
Notary Public



**DASH SERVICES, INC.**

By: Marvin Wool

Name: Marvin Wool

Title: President

STATE OF MISSOURI )  
 ) SS  
CITY OF ST. LOUIS )

On this 30<sup>th</sup> day of November, 2005, personally appeared before me Marvin Wool, to me known and known to me to be the person aforesaid, who duly acknowledged the signing of the foregoing instrument to be his/her voluntary act and deed, and as President of **DASH SERVICES, INC.**, did execute the same for the uses and purposes therein set forth.

(Seal)

Gail K. Noll  
Notary Public

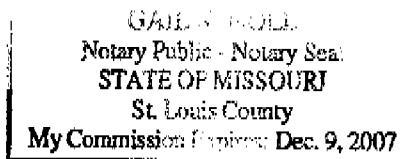
**GRIPTEX INDUSTRIES, INC.**

By: Marvin Wool

Name: Marvin Wool

Title: President

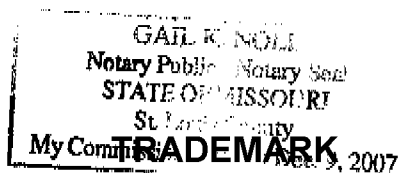
STATE OF MISSOURI )  
 ) SS  
CITY OF ST. LOUIS )



On this 30<sup>th</sup> day of November, 2005, personally appeared before me Marvin Wool, to me known and known to me to be the person aforesaid, who duly acknowledged the signing of the foregoing instrument to be his/her voluntary act and deed, and as President of **GRIPTEX INDUSTRIES, INC.**, did execute the same for the uses and purposes therein set forth.

(Seal)

Gail K. Noll  
Notary Public



QUICK-KNIT, INC.

By: Marvin S Wool

Name: Marvin Wool

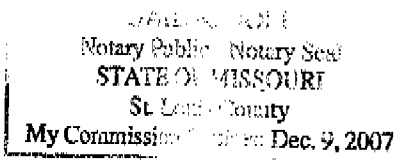
Title: President

STATE OF MISSOURI )  
 ) SS  
CITY OF ST. LOUIS )

On this 30<sup>th</sup> day of November, 2005, personally appeared before me Marvin Wool, to me known and known to me to be the person aforesaid, who duly acknowledged the signing of the foregoing instrument to be his/her voluntary act and deed, and as President of **QUICK-KNIT, INC.**, did execute the same for the uses and purposes therein set forth.

(Seal)

Paul K. Hance  
Notary Public



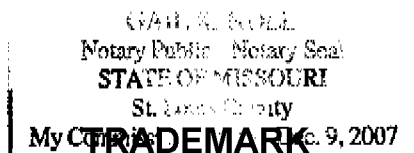
Marvin S Wool  
**Marvin S. Wool**

STATE OF MISSOURI )  
 ) SS  
CITY OF ST. LOUIS )

On this 30<sup>th</sup> day of November, 2005, personally appeared before me, **MARVIN S. WOOL**, 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, did execute the same for the uses and purposes therein set forth.

(Seal)

Paul K. Hance  
Notary Public



**Acknowledged and Accepted By:**

**L&P MATERIALS MANUFACTURING, INC.**

By: *Russell Iorio*

Name: Russell Iorio

Title: Designated Person

**L&P PROPERTY MANAGEMENT COMPANY**

By: *Gene B. Kartchner*

Name: Gene B. Kartchner

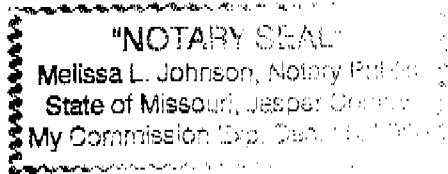
Title: Vice President

STATE OF MISSOURI  
COUNTY OF JASPER

On this 17<sup>th</sup> day of February, 2006, personally appeared before me Gene B. Kartchner, 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.

Melissa L. Johnson  
Notary Public

(Seal)





**EXHIBIT A -- TRADEMARK APPLICATIONS, REGISTRATIONS AND CANCELLED REGISTRATIONS**

Griptex, Inc.

STOP-SLIP, Trademark application filed in the United States of America, Application Serial Number 78/312,915, Filed October 13, 2003, Class 27, Goods – Non-slip rug pads made of knitted polyester scrim fabric coated with specially formulated pvc.

WONDER LINER, Registered Trademark in the United States of America, Application Serial Number, 75/009,009, Filed October 23, 1995, Registration Number 2,017,400, Registration Date November 19, 1996, Class 27, Goods - Knitted polyester scrim coated with specially formulated pvc manufactured as a non-slip drawer liner, non-slip shelf liner and non-slip pad for table top surfaces.

STOP-SLIP, Registered Trademark in the United States of America, Application Serial Number 74/360,676, Filed February 22, 1993, Registration Number 1,797,948, Registration Date October 21, 1993, Class 27, Goods - Knitted polyester scrim coated with specially formulated pvc, manufactured as a non-slip rug pad.

Dash Multi-Corp, Inc.

PERFECT L I N E R (and Design), Registered Trademark in the United States of America, Application Serial Number 76/077,642, Filed June 22, 2000, Registration Number 2,479,732, Registration Date August 21, 2001, Class 20, Goods - Rubber shelf and drawer liners.

**EXHIBIT B - UNREGISTERED TRADEMARKS**

Terra-Grip Natural Rubber  
Maxi-Grip  
Ultra-Grip  
Aire-Grip  
Tight-Grip  
Comfort-Grip  
Duo-Grip  
Wonder Liner  
Wonderliner  
Wonderliner Standard  
Wonderliner Premium  
Wonderliner Deluxe  
Designer Wonderliner  
Grip-All  
Maxi Gripper  
Stop-Slip  
Pro-Liner  
Dash Gripper  
Produce Protector  
Produce Protector Plus