

**TRADEMARK ASSIGNMENT**

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<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>
The Goodyear Tire & Rubber Company		12/03/2008	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Veyance Technologies, Inc.		
<b>Street Address:</b>	703 S. Cleveland-Massilon		
<b>City:</b>	Fairlawn		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44333-3023		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0607713	FLEXSTEEL	
Registration Number:	1045293	FLEXSTEEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(330)664-7069		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	Kathleen_bowen@veyance.com		
<b>Correspondent Name:</b>	Veyance Technologies, Inc.		
<b>Address Line 1:</b>	703 S. Cleveland-Massilon Rd		
<b>Address Line 2:</b>	Attn: Kathleen Bowen		
<b>Address Line 4:</b>	Fairlawn, OHIO 44333-3023		
<b>ATTORNEY DOCKET NUMBER:</b>	FLEXSTEEL.US		
<b>NAME OF SUBMITTER:</b>	Kathleen K. Bowen		
<b>Signature:</b>	/kathleenkbowen/		

CH \$65.00 0607713

Date:

12/30/2008

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, dated November 24, 2008 (the "Effective Date"), is hereby executed and delivered by The Goodyear Tire & Rubber Company, an Ohio Corporation ("Assignor") to Veyance Technologies, Inc., a Delaware Corporation ("Assignee").

The Assignor is the owner of all right, title and interest in and to the trademark FLEXSTEEL in the countries and for the goods identified in the registrations and applications shown in attached Exhibit A (collectively, the "Marks").

The Assignor desires to transfer full right, title, interest and goodwill in and to said Marks to the Assignee, which Assignee desires to acquire.

NOW, THEREFORE, the Assignor in consideration of the sum of one hundred dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby sells, assigns, transfers, and conveys to Assignee any and all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the registrations, applications and uses thereof, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement thereof, (c) grant licenses or other interests therein and (d) otherwise fully and entirely stand in the place of Assignor in all matters related thereto.

Assignor further covenants that it will execute documents, papers, forms, and authorizations and take other reasonable actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks. Assignee is responsible for all post-execution aspects of this Trademark Assignment and assumes all costs, other than Assignor's in-house costs, associated

with the preparation, filing of all documents, papers, forms, and authorizations necessary to record and memorialize this assignment.

IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment to be duly executed as of the date set forth below, with effect as of the Effective Date.

ASSIGNOR: THE GOODYEAR TIRE & RUBBER COMPANY

By: *Laura K. Thompson*

Name: Laura K Thompson

Vice President, Business Development

Date: December 3, 2008

THE STATE OF OHIO            )  
  ) SS:  
COUNTRY OF SUMMIT         )

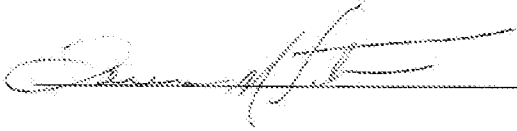
BEFORE ME, a Notary Public, the undersigned, on this day personally appeared Laura K Thompson, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of THE GOODYEAR TIRE & RUBBER COMPANY, an Ohio corporation, and the she/he executed the same as the act of such corporation for the purposes and consideration therein expressed in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3<sup>rd</sup> of December, 2008.

*Jodilyn M. Mannion*

Jodilyn M. Mannion  
Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires October 13, 2009

Accepted on behalf of Veyance Technologies, Inc. by



Teresa M. Sebastian  
Vice President, General Counsel and Corporate Secretary  
Veyance Technologies, Inc.

The undersigned Notary Public certifies that she knows that Veyance Technologies, Inc. is a company legally organized and existing under the laws of Delaware, U.S., and that Teresa M. Sebastian who signs in its name and stead is the company's Vice President, General Counsel and Corporate Secretary, and has full authority to accept the transfer and to grant a power of attorney in the name of the company according to a Resolution of the Board dated 5/1/08.


  
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Notary Public

Exhibit A

<u>Mark</u>	<u>Country</u>	<u>Int'l Class</u>	<u>Goods</u>	<u>Status</u>	<u>Registration/ Application No.</u>
FLEXSTEEL	Argentina	7	TRANSMISSION BELTS MADE OF RUBBER, EXCEPTING: THOSE FOR LAND VEHICLES	Registered	1709839
FLEXSTEEL	Argentina	17	CAOUTCHOUC, RUBBER, GUTTAPERCHA, RAW AND IN EVERY FORM OF PREPARATION AND ARTICLES MANUFACTURED FROM	Registered	1709842
FLEXSTEEL	Australia	17	HOSE COMPOSED WHOLLY OR PRINCIPALLY OF RUBBER	Registered	A130960
FLEXSTEEL	Australia	7	BELTS AND BELTING FOR MACHINES	Registered	B300565
FLEXSTEEL	Brazil	19.50 (national)	HOSE COMPOSED WHOLLY OR PRINCIPALLY OF RUBBER	Registered	2313316
FLEXSTEEL	Brazil	7.60 (national)	BELTS FOR MACHINES	Registered	7056524
FLEXSTEEL	Brunei	17	HOSE PIPES COMPOSED WHOLLY OR PRINCIPALLY OF RUBBER	Registered	5804
FLEXSTEEL	Colombia	17	CAOUTCHOUC, RUBBER, GUTTA-PERCHA, RAW OR IN ANY FORM OF PREPARATION, AND ARTICLES MADE OF THESE SUBSTANCES, ESPECIALLY HOSE MADE WHOLLY OR PRINCIPALLY OF RUBBER	Registered	39910
FLEXSTEEL	France	17	HOSE COMPOSED WHOLLY OR PRINCIPALLY OF RUBBER	Registered	1713957
FLEXSTEEL	Jordan	17	HOSE PIPES	Registered	11970
FLEXSTEEL	Malaya	17	HOSE PIPES REINFORCED WITH STEEL	Registered	M/061537
FLEXSTEEL	Mexico	7	ONLY VENTILATION BELTS, STRAPS OF LEATHER, OF SPRING, OF BALATAS, OF RUBBER, (WEAVED BANDS FOR MACHINES), TRANSMISSION BELTS, CONVEYORS BELTS AND PULLEYS (PART OF MACHINE)	Registered	315564
FLEXSTEEL	Montenegro	7	INTERNATIONAL CLASS HEADING	Application	NA
FLEXSTEEL	Morocco	17	HOSE PIPES	Registered	51831
FLEXSTEEL	New Zealand	17	HOSE PIPES REINFORCED WITH STEEL	Registered	B97385
FLEXSTEEL	New Zealand	7	BELTS AND BELTING FOR MACHINES INCLUDING POWER TRANSMISSION AND CONVEYOR BELTING; PARTS AND FITTINGS	Registered	B196252
FLEXSTEEL	Papua New Guinea	7	NON-METALLIC BELTS AND BELTING FOR MACHINES, ESPECIALLY POWER TRANSMISSION AND CONVEYOR BELTING	Registered	B56122
FLEXSTEEL	Peru	7	HOSE COMPOSED WHOLLY OR PRINCIPALLY OF RUBBER	Application	307584-2007
FLEXSTEEL	Peru	17	BELTS FOR MACHINES AND BELTS FOR TIRES	Application	307585-2007
FLEXSTEEL	Republic of Serbia	7	INTERNATIONAL CLASS HEADING	Registered	28351
FLEXSTEEL	Sabah	17	HOSE PIPES REINFORCED WITH STEEL	Registered	S/O16220
FLEXSTEEL	Sarawak	17	HOSE PIPES COMPOSED WHOLLY OR PRINCIPALLY OF RUBBER	Registered	11591
FLEXSTEEL	South Africa	7	BELTS AND BELTING FOR MACHINES	Registered	74/2305

Exhibit A

<u>Mark</u>	<u>Country</u>	<u>Int'l Class</u>	<u>Goods</u>	<u>Status</u>	<u>Registration/ Application No.</u>
FLEXSTEEL	Spain	17	HOSE COMPOSED WHOLLY OR PRINCIPALLY OF RUBBER	Registered	316928
FLEXSTEEL	Syria	17	HOSE PIPES	Registered	18842
FLEXSTEEL	United States	17	HOSE COMPOSED WHOLLY OR PRINCIPALLY OF RUBBER	Registered	607713
FLEXSTEEL	United States	7	STEEL CABLE CONVEYOR BELTING	Registered	1045293
FLEXSTEEL	Venezuela	17	HOSE COMPOSED WHOLLY OR PRINCIPALLY OF RUBBER	Registered	37.125-F