

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wellstream International Limited		02/04/2011	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Prime Flexible Products, Inc.		
Street Address:	2103 CityWest Blvd., Suite 1450		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77042		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3906086	FLEXSTEEL	
CORRESPONDENCE DATA			
Fax Number:	(415)836-2501		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4158362557		
Email:	tmdocket@dlapiper.com		
Correspondent Name:	Heather A. Dunn, Esq. c/o DLA Piper LLP		
Address Line 1:	555 Mission Street, Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:		Heather A. Dunn, Esq.	
Signature:		/Heather Dunn/	
Date:		02/16/2011	
Total Attachments: 7			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Agreement*") effective as of February 4, 2011 ("*Effective Date*"), is entered into by and between Wellstream International Limited, a company incorporated in England and Wales ("*Wellstream*") and Prime Flexible Products, Inc., a Texas corporation ("*Prime*"). Each of the parties may be referred to herein individually as a "*Party*" and collectively as the "*Parties*." All capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Wellstream has adopted and is using the trademark FLEXSTEEL, and is the owner of the entire right, title and interest in and to the FLEXSTEEL trademark, together with all goodwill associated therewith, in the countries listed in Exhibit A to this Agreement, including the registrations for the Trademark set forth in Exhibit A to this agreement (collectively, the "Trademark"),

WHEREAS, On or about November 11, 2010 under that certain Trademark Assignment agreement, Wellstream assigned all right, title, and interest in and to the trademark FLEXSTEEL, including registrations and/or applications therefore, in the territories of Brazil, Canada, Colombia (as to goods in Class 6 only), Nigeria, Oman, and the United Arab Emirates;

WHEREAS, Wellstream now wishes to assign all remaining right, title, and interest in and to the trademark FLEXSTEEL, including registrations and/or applications therefore, in the countries listed in Exhibit A to this Agreement and throughout the world; and

WHEREAS, Prime now wishes to obtain said Trademark together with the goodwill associated therewith, and registrations therefore, in the countries listed in Exhibit A to this Agreement and throughout the world.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Wellstream hereby transfers, sells, assigns, conveys and delivers to Prime and its successors and assigns, Wellstream's entire right, title and interest in and to the Trademark in the countries listed in Exhibit A to this Agreement and throughout the world, together with the goodwill associated therewith and registrations and applications therefor, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Wellstream related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or

licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), and all payments and other distributions with respect thereto.

2. Wellstream further agrees that it shall on the date hereof and from time to time thereafter, at the request and expense of Prime, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Prime, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Prime of the Trademark or for the performance by Wellstream of any of its obligations hereunder. Upon written request by Prime, Wellstream hereby further agrees that Wellstream will sign all lawful papers, execute such documents, make all lawful oaths and otherwise provide reasonable assistance to aid Prime and its successors, assigns and nominees to enforce the Trademark in the United States of America and throughout the world.

3. Successors and Assigns. All of the provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may transfer or otherwise assign this Agreement or any of its duties and obligations hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld.

4. Counterparts. This Agreement may be executed in several original counterparts. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one and the same instrument.

5. Entire Agreement. This Agreement supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter and together with the Purchase Agreement, including any amendments thereof, constitutes (along with the any schedules or exhibits attached hereto and other documents delivered pursuant to this Agreement or the Purchase Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter.

6. Governing Law. This Agreement will be governed by and construed under the laws of the State of Texas without regard to conflicts of laws principles that would require the application of any other law.

7. Jurisdiction; Service of Process. Any Proceeding (as defined in the Purchase Agreement) arising out of or relating to this Agreement may be brought in the courts of the State of Texas, County of Harris, or, if it has or can acquire jurisdiction, in the United States District Court for the Southern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such Proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any Proceeding arising out of or relating to this Agreement in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the Parties irrevocably to waive

any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this paragraph may be served on any Party anywhere in the world.

8. Scope. The scope of this Agreement shall be as listed in Exhibit A to this Agreement and worldwide.

[Signature page follows.]

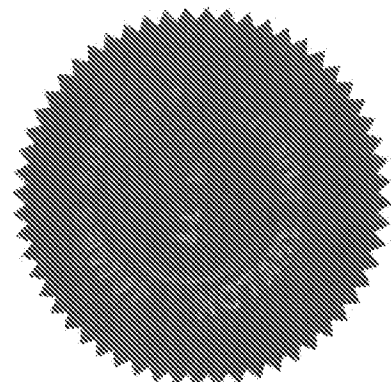
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

WELLSTREAM INTERNATIONAL LIMITED

By: *[Signature]*
Name: *LAARBY*
Title: *DIRECTOR.*

PRIME FLEXIBLE PRODUCTS, INC.

By:
Name:
Title:



This document was signed here today in my presence by *Rob Carl* who provided a passport to prove identity

JAMES BOWYER LL.B.
NOTARY PUBLIC
James Bowyer
NEWCASTLE UPON TYNE
ENGLAND

Notary Public

10/2/14

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

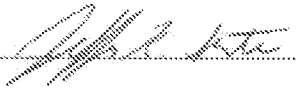
WELLSTREAM INTERNATIONAL LIMITED

By:

Name:

Title:

PRIME FLEXIBLE PRODUCTS, INC.

By: 

Name: Jeffrey K. Shorter

Title: President

SM

This certificate is attached to a 5 page document entitled "Trademark Assignment" for the transfer the FlexSteel trademark to PRIME FLEXIBLE PRODUCTS, INC.

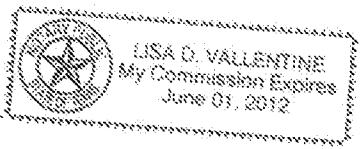
Acknowledgement Certificate

State of Texas, County of Harris

Before me, Lisa D. Vallentine, on this day personally appeared Mr. Jeffrey K. Shorter, known to me by the persons whose names are subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given under my hand and seal of office this
7th day of February 2011


Signature of Notary



Lisa D. Vallentine, Harris County, Texas, June 01, 2012
Printed Notary Name, County in which Commissioned, Expiration Date



EXHIBIT A

<u>COUNTRY/JURISDICTION</u>	<u>TRADEMARK REGISTRATION</u>
<u>European Union</u>	FLEXSTEEL CTM Registration No. 3991841 Classes 06 & 17
<u>Colombia</u>	FLEXSTEEL Application No. 4122976 Class 17
<u>Venezuela</u>	FLEXSTEEL Application No. 2400606 Class 06 FLEXSTEEL Application No. 2400506 Class 17
<u>United States</u>	FLEXSTEEL Registration No. 3906086 Classes 06 & 17