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REGISTRATION FORM COVER SHEET

OPR/FINANCE TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name NAMACO INDUSTRIES, INC.

01-15-99

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization West Virginia

Receiving Party

Mark if additional names of receiving parties attached

Name PRICE, GOODE

DBA/AK/A/T/A

Composed of

Address (line 1) POST OFFICE BOX 10082

Address (line 2)

Address (line 3) BIRMINGHAM

ALABAMA

35202

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization ALABAMA

01/28/2000 DNGUYEN 00000249 0607030

FOR OFFICE USE ONLY

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40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002013 FRAME: 0135

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

GOODE PRICE, III.

12-28-19

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 09/30/88
OMB 0861-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Trademark Application Number(s)

Registration Number(s)

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AGREEMENT

THIS AGREEMENT entered into this 15th day of January 1999, by and between NAMACO Industries, Inc. a West Virginia corporation ("SELLER"), hereinafter "NAMACO" and Goode Price III, an individual residing in Birmingham, Alabama ("BUYER"), hereinafter "Price".

WHEREAS, SELLER has used the trademark PERFECTION BEDDING COMPANY (the "Mark"); and has owned the Mark as a result of the predecessor Companies Perfection Mattress and Spring Company and Perfection Mattress Company, and

WHEREAS, BUYER is desirous of using the Mark in connection with the manufacture and sale of bedding products within the Territory (as defined in Paragraph 1 below) and to acquire permanent rights to the aforesaid Mark within such Territory from NAMACO together with the good will of the business associated therewith and whereas NAMACO is willing to sell and permanently assigns the aforesaid Mark exclusively within the Territory (as defined in Paragraph 1 below) together with the good will associated therewith to Price, subject to the performance of the conditions and payments called for herein.

NOW, THEREFORE, in consideration of the covenants and undertakings set forth herein the parties agree as follows:

1. **THE TERRITORY,** granted by this Agreement shall be limited to the States of Alabama, Georgia, Florida, Mississippi, Louisiana and Tennessee (the "Territory"). BUYER shall not have the right to use the Mark outside of the Territory, and the Territory may be extended only through a written agreement signed by SELLER.

2. NAMACO hereby irrevocably sells and assigns to Price all of its rights, title, and interest to the Subject Mark in the Territory together with the good will associated therewith in the Territory.

3. Price agrees to pay NAMACO the sum of \$5,000.00 upon receipt of the assignment from NAMACO in consideration of the signing of this agreement.

4. This agreement shall be binding upon the successors and assigns of the parties hereto.

5. Price and any affiliate or successor shall hold NAMACO harmless from any loss, cost, damage or claim which may arise by reason of Price's use or sale of products bearing the Mark after the effective date of this agreement.

6. NAMACO warrants that it is not aware of any pending litigation or threats of litigation involving the Subject Mark.

7. Buyer shall have the right of first refusal and option to acquire the aforesaid Mark from NAMACO together with the good will associated therewith for any and all the remaining United States. This right and option shall remain in force for a period not to exceed ten years from the date of execution of this agreement. If NAMACO shall receive a bona fide offer for any or all the remaining States, NAMACO shall give Price written notice of the said offer, and Price may at that time elect to purchase the remaining States by giving NAMACO written notice of his intent and by paying the sum of \$15,000 to NAMACO; or if at any time during term of this option Price should desire to exercise his right for the remaining States, Price may do so by giving NAMACO written notice of his intent and by paying the sum of \$15,000. to NAMACO.

8. This agreement shall be interpreted under the laws of the State of West Virginia.

9. Any notice called for under this agreement shall be in writing addressed to the parties as follows:

Goode Price III
3100 Overhill Road
Birmingham, AL 35223

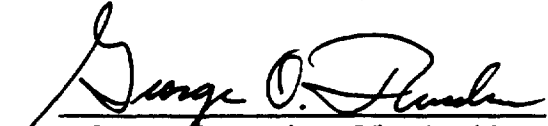
NAMACO Industries, Inc.
P. O. Box 1450
Huntington, WV 25716

and in each case to be sent by certified mail.


IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed as of the day and year first above written.

SELLER:

NAMACO Industries, Inc.


George O. Faudree, Vice President

BUYER:


Goode Price III