

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
Sleepwell Mattress Co.		03/08/1991	CORPORATION: VIRGINIA
Crestar Bank		03/08/1991	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	AW Industries, Inc.		
Street Address:	8415 Ardwick-Ardmore Road		
City:	Landover		
State/Country:	MARYLAND		
Postal Code:	20785		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1264282	SLEEP-O-PEDIC	
Registration Number:	1264283	DREAM-O-PEDIC	
Registration Number:	1296273	PILLOW COMFORT	
Registration Number:	1319398	SLEEPWELL	
CORRESPONDENCE DATA			
Fax Number:	(202)393-5350		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(202) 638-6666		
Email:	trademark@jhip.com,mgentner@jhip.com		
Correspondent Name:	Marsha G. Gentner		
Address Line 1:	400 Seventh St. NW		
Address Line 2:	The Jenifer Building		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
NAME OF SUBMITTER:	Marsha G. Gentner		

OP \$115.00 1264282

Signature:	/Marsha G. Gentner/
Date:	03/15/2005
Total Attachments: 5 source=Sleepwell Bill of Sale#page1.tif source=Sleepwell Bill of Sale#page2.tif source=Sleepwell Bill of Sale#page3.tif source=Sleepwell Bill of Sale#page4.tif source=Sleepwell Bill of Sale#page5.tif	

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, Crestar Bank, a Virginia banking corporation (hereinafter referred to as "Seller"), does hereby grant, bargain, sell, transfer, convey and deliver unto AW Industries, Inc., a Maryland corporation (hereinafter referred to as "Buyer"), all that certain property described in Exhibit A hereto (hereinafter collectively referred to as the "Personal Property") for the cash price of Ten Thousand and 00/100 Dollars (\$10,000.00).

Seller represents and warrants that (i) Seller has effected a foreclosure of the security interest of seller in the Personal Property and Seller makes no warranties of title except seller has foreclosed its security interest in the Personal Property and is conveying whatever title Sleepwell Mattress Co., Inc. ("Sleepwell") did possess on the Personal Property as of the date thereof, (ii) except for liens in favor of Crestar Bank, "which liens Seller will, at its expense, promptly remove and release" there are no liens, debts or encumbrances whatsoever existing against the Personal Property or any part thereof, and (iii) Seller shall defend the title thereto against all persons whomsoever.

THE PERSONAL PROPERTY IS SOLD "AS IS, WHERE IS" WITHOUT ANY WARRANTY OF ANY TYPE OR KIND, OTHER THAN THE WARRANTIES SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH.

Notwithstanding any provision of this Bill of Sale, Seller and Buyer agree Seller shall retain an irrevocable license to utilize

the Tradename solely and exclusively for the purpose of advertising any liquidation by Bank or Bank's agent or transferee of any of the finished goods inventory of Sleepwell from the date hereof until and including March 31, 1991; and for the purpose of advertising any liquidation by Bank or Bank's agent or transferee of any of the other tangible assets of Sleepwell from the date hereof until and including ~~August 31,~~ ^{JUNE 30,} 1991.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed this 8th day of March, 1991.

CRESTAR BANK, a Virginia banking corporation

By: [Signature]
Mark L. Heede
Assistant Vice President

AW INDUSTRIES, INC., a Maryland corporation

By: [Signature]
Title: President

STATE OF VIRGINIA
CITY OF NORFOLK, TO-WIT:

I, Philip L. Hughes, a Notary Public in and for the City and State aforesaid, do certify that Mark L. Heede, Assistant Vice President of Crestar Bank did acknowledge the foregoing Bill of Sale bearing date on the 8th day of March, 1991, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand and seal this 8th day of March, 1991.

[Signature]
Notary Public

My Commission Expires:
June 16, 1992

STATE OF Maryland
CITY/COUNTY OF Prince Georges , TO-WIT:

I, Victoria A. Vickroy, a Notary
Public in and for the City and State aforesaid, do certify that
Stuart Bennett, President of AW Industries,
Inc. did acknowledge the foregoing Bill of Sale bearing date on the
12th day, of March, 1991 before me in my City and State aforesaid.

GIVEN under my hand and seal this 12th day of March, 1991.

Victoria A. Vickroy
Notary Public

My Commission Expires:

April 1, 1995

TRADEMARK

REEL: 003046 FRAME: 0752

EXHIBIT A

All of Sleepwell Mattress Co., Inc's right, title and interest, whether statutory or by common law or otherwise in the following:

1. The Tradename "Sleepwell Mattress" and all derivations thereof ("Tradename").

2. All those certain trademarks collectively attached as Exhibit A-1 ("Trademarks") and identified in said Exhibit A-1 as Sleep-O-Pedic; Dream-O-Pedic, Journey Into Sleep, Pillow Comfort, Posture Knight and Sleepwell.

3. All labels owned by Sleepwell Mattress Co., Inc. containing any reference to the Tradename or Trademarks.

4. List of the customers of Sleepwell Mattress Co., Inc. with which that Company did business at or within a reasonable period of time preceding the cessation of the manufacturer of bedding products by Sleepwell Mattress Co., Inc. ("Customer List"), which Customer List is attached hereto as Exhibit "A-2".

LAW OFFICES
SUGHRUE, MION, ZINN, MACPEAK & SEAS

2100 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20037-3202

TELEPHONE
(202) 293-7060

JOHN H. LION, P.C.
DONALD E. ZINN
THOMAS J. MACPEAK, P.C.
ROBERT J. SEAS, JR., P.C.
DARRYL MCNEIL, P.C.
ROBERT V. SLOAN, P.C.
PETER D. OLEZY, P.C.
J. FRANK OSHA
WADDELL A. BIGGART, P.C.
ROBERT G. MCHORROW, P.C.
LOUIS GUBINSKY, P.C.
MEL B. SIEGEL
DAVID J. CUSHING
CYNTHIA CLARKE WEBER
JOHN R. INGE
JOSEPH J. RUCH, JR.*
SHELDON I. LANDSMAN, P.C.
RICHARD C. TURNER
HOWARD L. BERNSTEIN, P.C.

ALAN J. KASPER
KENNETH J. BURCHFIELD
GORDON KIT
SUSAN J. HACK

FRANK L. BERNSTEIN
MARK BOLAND*
STEPHAN A. PENDORF
JAMES M. GOULD
PAUL J. SAWICZAKSKI
BRIAN W. HANNON*
WILLIAM H. MANDIR
PAMELA L. BANNER
ABRAHAM J. ROSNER
MARC LUDDY*
BRUCE E. KRAMER*
SEAN M. MCGINN*

*NOT ADMITTED IN D.C.

OF COUNSEL
RICHARD C. SUGHRUE, P.C.
GARY D. KRUGMAN

TELEX
6491103
246503

FACSIMILE
(202) 293-7660
(202) 293-9131
(202) 293-2920

JAPAN OFFICE
TOEI NISHI SHIMBASHI BUILDING 4F
13-5 NISHI SHIMBASHI 1-CHOME
MINATO-KU, TOKYO 105 JAPAN

November 1, 1989.

Honorable Commissioner of
Patents and Trademarks
Washington, D.C. 20231

FILED

NOV 01 1989

ATTN: ASSIGNMENT DIVISION

Re: U.S. Trademark Registrations

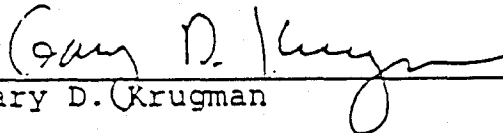
<u>Mark</u>	<u>Reg. No.</u>	<u>Registered</u>
SLEEP-O-PEDIC	1,264,282	Jan. 17, 1984
DREAM-O-PEDIC	1,264,283	Jan. 17, 1984
JOURNEY INTO SLEEP	1,267,167	Feb. 14, 1984
PILLOW COMFORT	1,296,273	Sep. 18, 1984
POSTURE KNIGHT	1,296,274	Sep. 18, 1984
SLEEPWELL	1,319,398	Feb. 12, 1985

Sir:

Submitted herewith please find a certified copy of a change of name document whereby Foam Industries, Incorporated has changed its name to Sleepwell Mattress Co., Inc. It is requested that this change of name document be recorded against the above-identified trademark registrations and returned to the undersigned in the due course of business.

The cost of recordation of this document, understood to be \$48, should be levied against our Deposit Account No. 19-4880, and any deficiency or overpayment may be debited or credited to that account.

Respectfully submitted,



Gary D. Krugman

GDK/jk
Attachment