

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|---------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| World Sleep Products, LLP | | 03/25/2005 | PARTNERSHIP: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | World Sleep Products, Inc. | | |
| Street Address: | 12 Esquire Road | | |
| City: | Billerica | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 01862 | | |
| Entity Type: | CORPORATION: MASSACHUSETTS | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78241485 | ALTERNATIVE SLEEP SYSTEMS | |
| Registration Number: | 2872992 | BOSTON MATTRESS | |
| Registration Number: | 2924264 | COMPLETE COMFORT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (617)345-3299 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 617-345-3000 | | |
| Email: | RInomata@BURNSLEV.com | | |
| Correspondent Name: | Renee Inomata | | |
| Address Line 1: | 125 Summer St. | | |
| Address Line 2: | Burns & Levinson LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| NAME OF SUBMITTER: | Renee Inomata | | |
| Signature: | /Renee Inomata/ | | |

CH \$90.00 78241485

Date:

03/30/2005

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT (the "Assignment") is made as of March 25, 2005, by World Sleep Products, LLP (the "Assignor"), the owner of the trade name and trademark ALTERNATIVE SLEEP SYSTEMS (U.S. Serial Number 78/241,485) (the "Trademark").

WHEREAS, World Sleep Products, Inc., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts (the "Assignee") is desirous of acquiring all right, title and interest, in, to and under the Trademark, including all goodwill associated therewith, and the Assignor is desirous of selling, assigning, transferring, granting and setting over to the Assignee all of his right, title and interest, in, to and under the Trademark, including all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, transfer, grant and set over to the Assignee all of the right, title and interest, in, to and under the Trademark, all goodwill associated therewith, all common law rights thereto, and all applications for registration that may be granted, all renewals, extensions, and foreign counterparts thereof, together with the right to sue and recover damages for future or past infringements and to fully and entirely stand in the place of the Assignor in all matters related thereto, the same to be held and enjoyed by the Assignee as fully and entirely as the same would have been held by the Assignor had this sale, assignment, transfer, grant and set over not been made, all subject to the terms and conditions of the Agreement (the "Assigned Trademark Rights").

The Assignor hereby warrants and covenants that (i) it has the full power and authority to convey the rights, titles and interests herein sold, assigned, transferred, granted and set over to the Assignee; (ii) it has not executed and will not execute any agreement in conflict herewith; and (iii) it will execute any and all other instruments which may be necessary to perfect and evidence the Assignee's ownership of the Assigned Trademark Rights herein conveyed.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as an instrument under seal as of the date written above.

WORLD SLEEP PRODUCTS, LLP

By: 

Name: MARK SAVAL

Title: EVP SALES; MARKETING

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT (the "Assignment") is made as of March 25, 2005, by World Sleep Products, LLP (the "Assignor"), the owner of the trade name and trademark BOSTON MATTRESS (U.S. Registration Number 2,872,992) (the "Trademark").

WHEREAS, World Sleep Products, Inc., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts (the "Assignee") is desirous of acquiring all right, title and interest, in, to and under the Trademark, including all goodwill associated therewith, and the Assignor is desirous of selling, assigning, transferring, granting and setting over to the Assignee all of his right, title and interest, in, to and under the Trademark, including all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, transfer, grant and set over to the Assignee all of the right, title and interest, in, to and under the Trademark, all goodwill associated therewith, all common law rights thereto, and all applications for registration that may be granted, all renewals, extensions, and foreign counterparts thereof, together with the right to sue and recover damages for future or past infringements and to fully and entirely stand in the place of the Assignor in all matters related thereto, the same to be held and enjoyed by the Assignee as fully and entirely as the same would have been held by the Assignor had this sale, assignment, transfer, grant and set over not been made, all subject to the terms and conditions of the Agreement (the "Assigned Trademark Rights").

The Assignor hereby warrants and covenants that (i) it has the full power and authority to convey the rights, titles and interests herein sold, assigned, transferred, granted and set over to the Assignee; (ii) it has not executed and will not execute any agreement in conflict herewith; and (iii) it will execute any and all other instruments which may be necessary to perfect and evidence the Assignee's ownership of the Assigned Trademark Rights herein conveyed.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as an instrument under seal as of the date written above.

WORLD SLEEP PRODUCTS, LLP

By: 

Name: MATT SAVOL

Title: VP SALES - MANUFACTURING

ASSIGNMENT OF TRADEMARK

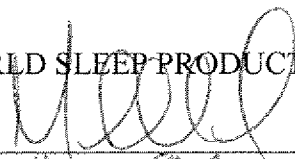
THIS ASSIGNMENT (the "Assignment") is made as of March 25, 2005, by World Sleep Products, LLP (the "Assignor"), the owner of the trade name and trademark COMPLETE COMFORT (U.S. Registration Number 2,924,264) (the "Trademark").

WHEREAS, World Sleep Products, Inc., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts (the "Assignee") is desirous of acquiring all right, title and interest, in, to and under the Trademark, including all goodwill associated therewith, and the Assignor is desirous of selling, assigning, transferring, granting and setting over to the Assignee all of his right, title and interest, in, to and under the Trademark, including all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, transfer, grant and set over to the Assignee all of the right, title and interest, in, to and under the Trademark, all goodwill associated therewith, all common law rights thereto, and all applications for registration that may be granted, all renewals, extensions, and foreign counterparts thereof, together with the right to sue and recover damages for future or past infringements and to fully and entirely stand in the place of the Assignor in all matters related thereto, the same to be held and enjoyed by the Assignee as fully and entirely as the same would have been held by the Assignor had this sale, assignment, transfer, grant and set over not been made, all subject to the terms and conditions of the Agreement (the "Assigned Trademark Rights").

The Assignor hereby warrants and covenants that (i) it has the full power and authority to convey the rights, titles and interests herein sold, assigned, transferred, granted and set over to the Assignee; (ii) it has not executed and will not execute any agreement in conflict herewith; and (iii) it will execute any and all other instruments which may be necessary to perfect and evidence the Assignee's ownership of the Assigned Trademark Rights herein conveyed.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as an instrument under seal as of the date written above.

WORLD SLEEP PRODUCTS, LLP
By: 
Name: Mark Egan
Title: VP Sales; Marketing

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