

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assignee's address previously recorded on Reel 003055 Frame 569. Assignor(s) hereby confirms the assignment of the entire interest and goodwill associated with the trademarks.

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:	North 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
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-345-3000
 Email: RInomata@BURNSLEV.com
 Correspondent Name: Renee Inomata
 Address Line 1: 125 Summer Street
 Address Line 2: Burns & Levinson LLP
 Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Renee Inomata
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CH \$90.00 78241485

Signature:	/Renee Inomata/
Date:	03/31/2005
Total Attachments: 7 source=ALTSLEEP_assignment#page1.tif source=BOSTMATTRESS_assignment#page1.tif source=COMPLETECOMFORT_assignment#page1.tif source=Old_Rec_1#page1.tif source=Old_Rec_2#page1.tif source=Old_Rec_3#page1.tif source=Old_Rec_4#page1.tif	

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").

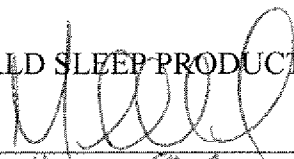
WHEREAS, World Sleep Products, Inc., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts (the "Assignee") is desirous of acquiring all right, title and interest, in, to and under the Trademark, including all goodwill associated therewith, and the Assignor is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

Title: VP Sales; Marketing

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

03/30/2005
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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

CH \$80.00 78241485

CORRESPONDENCE DATA

Fax Number: (617)345-3299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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/

Date:

03/30/2005

Total Attachments: 3

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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231



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MARCH 30, 2005

PTAS

RENEE INOMATA
125 SUMMER ST.
BURNS & LEVINSON LLP
BOSTON, MA 02110

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/30/2005

REEL/FRAME: 003055/0569
NUMBER OF PAGES: 5

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:

WORLD SLEEP PRODUCTS, LLP

DOC DATE: 03/25/2005
CITIZENSHIP: MASSACHUSETTS
ENTITY: PARTNERSHIP

ASSIGNEE:

WORLD SLEEP PRODUCTS, INC.
12 ESQUIRE ROAD
BILLERICA, MASSACHUSETTS 01862

CITIZENSHIP: MASSACHUSETTS
ENTITY: CORPORATION

APPLICATION NUMBER: 78241485
REGISTRATION NUMBER:

FILING DATE: 04/24/2003
ISSUE DATE:

MARK: ALTERNATIVE SLEEP SYSTEMS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

003055/0569 PAGE 2

APPLICATION NUMBER: 78241464
REGISTRATION NUMBER: 2872992

FILING DATE: 04/24/2003
ISSUE DATE: 08/10/2004

MARK: BOSTON MATTRESS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 78241476
REGISTRATION NUMBER: 2924264

FILING DATE: 04/24/2003
ISSUE DATE: 02/01/2005

MARK: COMPLETE COMFORT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS