

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
Sleep-N-Aire Licensing Group, Inc.		11/21/2005	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	The Spring Air Company		
Street Address:	1111 Nicholas Boulevard		
City:	Elk Grove Village		
State/Country:	ILLINOIS		
Postal Code:	60007		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2844233	SLEEP RITE	
Registration Number:	920186	SUPERIOR SLEEPRITE	
Registration Number:	1174244	TO LIVE RIGHT SLEEP RITE	
CORRESPONDENCE DATA			
Fax Number:	(312)258-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-258-5631		
Email:	trademarks@schiffhardin.com		
Correspondent Name:	Adam S. Weiss		
Address Line 1:	P.O. Box 06079		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	SLEEP-N-AIRE ASSIGNMENT		
NAME OF SUBMITTER:	Adam S. Weiss		
Signature:	/Adam S. Weiss/		

CH \$90.00 2844233

Date:

01/20/2006

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") dated November 21, 2005 ("Effective Date") is by and between The Spring Air Company, an Illinois corporation, having its principal place of business at 1111 Nicholas Boulevard, Elk Grove Village, Illinois, 60007 ("Assignee"), and Sleep-N-Aire Licensing Group, Inc., a Texas corporation, having its principal place of business at 19103 IH-45 North, Spring, Texas, 77388 ("Assignor").

WHEREAS, Assignor has adopted and used the trademarks SLEEP RITE, SUPERIOR SLEEPRITE, and TO LIVE RIGHT SLEEP RITE (collectively, the "SLEEPRITE Trademarks") in connection with its business of manufacturing and selling mattresses, box springs and other goods specified in the SLEEPRITE Registrations, defined herein;

WHEREAS, Assignor owns registrations for the SLEEPRITE Trademarks in the United States Patent and Trademark Office, including U.S. Reg. No. 2,844,233 for the mark SLEEP RITE in connection with "bedding, mattresses and box springs"; U.S. Reg. No. 920,186 for the mark SUPERIOR SLEEPRITE Stylized¹ in connection with "institutional furniture consisting of dressers, chests, beds, desks, nightstands, bedside cabinets, chairs, settees, and tables"; and U.S. Reg. No. 1,174,244 for the mark TO LIVE RIGHT SLEEP RITE in connection with "beds" (collectively, the "SLEEPRITE Registrations");

WHEREAS, Assignee desires to acquire the entire interest of Assignor in the SLEEPRITE Trademarks and the SLEEPRITE Registrations and any and all goodwill of Assignor's business symbolized thereby and associated therewith; and

WHEREAS, Assignor is willing to assign to Assignee its rights to the SLEEPRITE Trademarks, along with any and all goodwill of Assignor's business symbolized thereby and associated therewith on the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, the parties agree as follows:

1. Upon execution of this Agreement by both parties, Assignor shall deliver to Assignee an executed Trademark Assignment, in substantially the same form attached as Exhibit A hereto, assigning to Assignee Assignor's entire right, title and interest in and to the SLEEPRITE Trademarks and the SLEEPRITE Registrations along with any and all goodwill of the business symbolized by such marks.

¹

SUPERIOR *Sleeprite*

2. In full payment and consideration for the assignment granted under this Agreement, Assignee agrees to pay Assignor Twenty Five Thousand Dollars (\$25,000.00), payable promptly upon the dual execution of this Agreement.
3. Assignor hereby represents and warrants that it has the right, power and authority to enter into this Agreement and the attached assignment; that it owns all right, title, and interest in the SLEEPRITE Trademarks and the SLEEPRITE Registrations; that it has not abandoned the SLEEPRITE Registrations; that it has not made any other assignment or pledge of the SLEEPRITE Trademarks or SLEEPRITE Registrations or of any rights in such marks or registrations; that it has not granted any licenses under the SLEEPRITE Trademarks or SLEEPRITE Registrations; and that it does not own or use any other trademarks or registrations that incorporate the terms "sleep" and "rite" (or "right"), in combination, other than those specified herein.
4. Assignor agrees to cease its use of the SLEEPRITE Trademarks and SLEEPRITE Registrations immediately upon execution of this Agreement, except as provided in the Trademark License Agreement between the parties, dated November 21, 2005.
5. This Agreement represents the entire agreement of the parties with regard to the subject matter hereof, shall be construed in accordance with and governed by the laws of the state of Illinois without regard to the choice of law provisions thereof, and shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their authorized representatives as of the date and year first above written.

ASSIGNOR

ASSIGNEE

SLEEP-N-AIRE LICENSING GROUP, INC.

THE SPRING AIR COMPANY

By Wayne Baldwin

By Jim Hutson

Title President

Title President & CEO

Date 12-6-05

Date 11/21/05

Exhibit A

Trademark Assignment

WHEREAS, Assignor has adopted and used the trademarks SLEEP RITE, SUPERIOR SLEEPRITE, and TO LIVE RIGHT SLEEP RITE (collectively, the "SLEEPRITE Trademarks") in connection with its business of manufacturing and selling mattresses, box springs and other goods specified in the SLEEPRITE Registrations, defined herein;

WHEREAS, Assignor owns registrations for the SLEEPRITE Trademarks in the United States Patent and Trademark Office, including U.S. Reg. No. 2,844,233 for the mark SLEEP RITE in connection with "bedding, mattresses and box springs"; U.S. Reg. No. 920,186 for the mark SUPERIOR SLEEPRITE Stylized¹ in connection with "institutional furniture consisting of dressers, chests, beds, desks, nightstands, bedside cabinets, chairs, settees, and tables"; and U.S. Reg. No. 1,174,244 for the mark TO LIVE RIGHT SLEEP RITE in connection with "beds" (collectively, the "SLEEPRITE Registrations"); and

WHEREAS, Assignor is willing to assign to Assignee its rights to the SLEEPRITE Trademarks, along with any and all goodwill of Assignor's business symbolized thereby and associated therewith on the terms and conditions hereinafter provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns to Assignee: all right, title and interest in and to the SLEEPRITE Trademarks, together with any and all goodwill of the business symbolized by such marks; any rights that arise from the SLEEPRITE Registrations; and all causes of action, past and future, for infringement of the SLEEPRITE Trademarks or other violations of the rights assigned hereunder. Assignor represents and warrants to Assignee that it has not made any other assignment or pledge of the SLEEPRITE Trademarks, any rights therein or the SLEEPRITE Registrations.

SLEEP-N-AIRE LICENSING GROUP, INC.

By Wayne Baldwin

Title President

Date 12-6-05

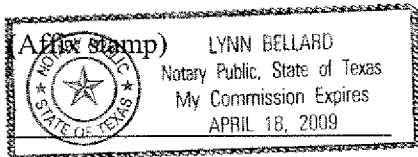
STATE OF _____)
) SS:
COUNTY OF _____

December 6

On this 6th day of November, 2005, before me personally appeared Wayne Baldwin, who acknowledged himself/herself to be the President of Sleep-N-Aire Licensing Group, Inc., and that s/he, being authorized to do so, executed this instrument on behalf of such corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lynn Bellard
Notary Public



SUPERIOR *Sleeprite*