

**TRADE**

12-05-2005



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EET

Docket No.:

**KS ONLY**

316-0

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Tab settings

To the Director of the United States Patent and Trademark Office

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Simmons Juvenile Products Company, Inc.**

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **November 18, 2005**

2. Name and address of receiving party(ies):

Name: **Delta Enterprise Corp.**

Internal Address:

Street Address: **114 West 26th Street, 6th Floor**

City: **New York** State: **NY** ZIP: **10001**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State **New York**

Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
 (Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark / Service Mark Application No.(s)

B. Trademark / Service Mark Registration No.(s)

**2,515,157**

Additional numbers  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **A. Thomas Kammer**

Internal Address: **Hoffmann & Baron, LLP**

12/02/2005 DBYRNE 00000013 2515157

01 FC:8521 40.00 DP

Street Address: **6900 Jericho Turnpike**

City: **Syosset** State: **NY** ZIP: **11791**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **\$40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-2461

**I hereby certify this correspondence is being deposited with the U.S. Postal Service as first class mail, postage in an envelope addressed to the Commissioner for Trademarks, PO Box 1451, Alexandria, VA 22313-1451. Date: 11/29/05 Signature: [Signature]**

DO NOT USE THIS SPACE

9. 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.

**A. Thomas Kammer**

Name of Person Signing

[Signature]

Signature

**Nov. 29, 2005**

Date

Total number of pages including cover sheet, attachments, and

**4**

Mail documents to be recorded with required cover sheet information to:  
 Mail Stop Recordation Services  
 Director of the United States Patent and Trademark Office  
 P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**  
**REEL: 003264 FRAME: 0985**

## ASSIGNMENT OF UNITED STATES TRADEMARKS

WHEREAS, SIMMONS JUVENILE PRODUCTS COMPANY, INC., a corporation organized under the laws of State of Delaware (hereinafter "SIMMONS JUVENILE") and presently having a place of business at 613 East Beacon Avenue, New London, Wisconsin, is the owner of the trademark EASYSIDE and United States Trademark Registration No. 2,515,157 therefor (hereinafter referred to as the "Trademark");

WHEREAS, DELTA ENTERPRISE CORP., a New York corporation having a place of business at 114 West 26<sup>th</sup> street, 6<sup>th</sup> Floor, New York, New York 10001 (hereinafter "DELTA ENTERPRISE"), is desirous of acquiring all right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and the registration thereof; and

WHEREAS, it is desired that the assignment of the Trademark be made a matter of record in the United States Trademark Office,

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, SIMMONS JUVENILE hereby sells, assigns, transfers and conveys unto DELTA ENTERPRISE all of its right, title and interest in and to the Trademark, including any choses in action relating to said Trademark, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Trademark rights accruing on or before the date of this Assignment, together with the goodwill of the business symbolized by the Trademark, and including the registrations thereof, and further, SIMMONS JUVENILE hereby covenants, agrees and undertakes to execute all applications, assignments, lawful oaths and any other papers which DELTA ENTERPRISE may deem necessary or desirable for securing to DELTA ENTERPRISE or for maintaining for DELTA ENTERPRISE the Trademark hereby assigned, all without further compensation to SIMMONS JUVENILE, at the sole cost and expense of DELTA ENTERPRISE.

SIMMONS JUVENILE PRODUCTS COMPANY,  
INC.

By: Thomas J. Mazza  
Name: Thomas J. Mazza  
Title: EVP/CFO

STATE OF NEW JERSEY )  
 )ss  
COUNTY OF Essex )

BEFORE ME, the undersigned Notary Public, on this 18<sup>th</sup> day of November, 2005  
personally appeared Thomas J. MAZZA personally known to me or  
proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing  
instrument as EVP / CFO of SIMMONS JUVENILE PRODUCTS COMPANY,  
INC., the company therein named, and acknowledged to me that the instrument was signed on  
behalf of said company pursuant to appropriate authority for the purposes therein set forth and  
intending that this instrument be recorded.

\_\_\_\_\_  
Notary Public in and for the State of New Jersey

Rosa De Treites  
\_\_\_\_\_  
Printed or stamped name of notary  
My commission expire 10/07/07

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