

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/15/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sleepmatters, Inc.		12/15/2005	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	ROHO, Inc.
Street Address:	100 North Florida Ave.
City:	Belleville
State/Country:	ILLINOIS
Postal Code:	62222
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2378171	SLEEPMATTERZZZ

CORRESPONDENCE DATA

Fax Number: (314)725-6592
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (314) 726-1000
 Email: dgamache@dmfirm.com
 Correspondent Name: David A. Gamache
 Address Line 1: 150 North Meramec
 Address Line 2: Fourth Floor
 Address Line 4: Clayton, MISSOURI 63105

NAME OF SUBMITTER:	David A. Gamache, Esq.
Signature:	/dag/
Date:	09/06/2006

OP \$40.00 2378171

Total Attachments: 2

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT of INTELLECTUAL PROPERTY RIGHTS (hereinafter referred to as the "Assignment") is made by and between:

SLEEPMATTERS, Inc. an Illinois corporation, (referred to herein as "Assignor") whose principal office is located at 100 N. Florida Ave, Belleville, Illinois 62222;

and

ROHO, Inc., a Delaware corporation (referred to herein as "Assignee") whose principal office is located at 100 N. Florida Ave, Belleville, Illinois 62222

Witnesseth

Whereas, Sleepmatters, Inc. has adopted, used, is using and is the record owner of the following trademark now registered in the United States Patent and Trademark Office:

Trademark **SLEEPMATTERZZZ®**
Registration No. 2,378,171 Registered August 15, 2000

WHEREAS, Assignee is acquiring substantially all the business assets and equipment of Assignor pursuant to that certain Asset Purchase Agreement between them dated December 1, 2005, which assets include but are not limited to the registered trademark SLEEPMATTERZZZ®, the goodwill attaching to said mark, the domain name of Assignor which incorporates said mark and the website of the Assignor and its content, which display and refer to said mark.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Sleepmatters, Inc. hereby sells, transfers and assigns unto Roho, Inc. as Assignee, all of its right, title and interest in and to the registered trademark SLEEPMATTERZZZ ® , the trade name SLEEPMATTERS, the Internet domain name www.sleepmatters.com which was registered with September 17, 1998 with Netwoerk Solutions, LLC, and the website content at such domain, including all of the rights attaching to said mark, whether under federal or state law, in what ever manner it has been or could be used, and all of the goodwill associated with such trademark. All of the foregoing names, marks and rights include any pending renewals and are collectively referred to herein as (the "Intellectual Property");

Assignor hereby covenants, represents and warrants to Assignee there is no action, proceeding or investigation pending or threatened by or against or involving Assignor or any of the Intellectual Property, including but not limited to any claims of infringement, dilution, cancellation, unfair competition, cybersquatting, or trade secret violation which directly or indirectly affect the Intellectual Property. Assignor is not in violation of any order, judgment, injunction or decree.


Assignor has good and marketable title to all of the Intellectual Property, and such property is subject to no liens or encumbrances, whether by mortgage, pledge, lien, security agreement, conditional sale agreement or otherwise. All Assignor's registrations with the United States Patent & Trademark Office and with its domain name registrar are current.

From and after the date of this Assignment, neither Assignor nor its Shareholders, Directors or Officers, will, directly or indirectly, personally or through third-parties including, but not limited to family members, or as an employee, owner, partner, member or associate, officer, manager, agent, advisor, consultant or otherwise, or by means of any corporate or other entity or device adopt or use the name or mark SLEEPMATTERZZZ ®, nor shall it use any name or mark as a trade name, domain name or trademark which is substantially similar to SLEEPMATTERZZZ ® whether or not such use would constitute actionable infringement, dilution or unfair competition.

Dated as of the 15th day of December, 2005

ASSIGNOR:
SLEEPMATTERS, INC.

By



Kurt Graebe, President