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103319687

To the Director of the U. S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, or the new address(es) below.

10-10-06

1. Name of conveying party(ies):

England, Inc.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: Michigan
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) October 20, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Englander Sleep Products, L.L.C.

Internal

Address: c/o Kean Miller

Street Address: 301 Main Street, 22nd Floor

City: Baton Rouge

State: Louisiana

Country: USA                              Zip: 70801

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship \_\_\_\_\_
- Other LLC                      Citizenship USA - Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
78/321652

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: William L. Caughman; Kean Miller Law Firm

Internal Address: \_\_\_\_\_

Street Address: P. O. Box 3513

City: Baton Rouge

State: Louisiana                              Zip: 70821-3513

Phone Number: (225) 387-0999

Fax Number: (225) 388-9133

Email Address: bill.caughman@keanmiller.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 11-0245

Authorized User Name W. Caughman/R. Primeaux

9. Signature:

Signature

27 Oct 2006  
Date

William L. Caughman III  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 26

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of October 20, 2005 (this "Agreement"), is by and among England, Inc., a Michigan corporation ("England"), LZB Properties, Inc., a Michigan corporation ("LZB" and, along with England, "Seller") and Englander Sleep Products, L.L.C., a Delaware limited liability company (the "Purchaser").

WITNESSETH:

A. WHEREAS, Seller is the owner of the trademarks, trade names, service marks, domain names, registrations and pending applications as listed on the attached **Schedule A**, together with related logos, and the goodwill of the business symbolized thereby (collectively, the "Marks");

B. WHEREAS, the licensees of England with respect to the Marks, which licensees are listed on the attached **Schedule B** (each a "Licensee" and collectively the "Licensees"), under those certain license agreements between each Licensee and England or England's predecessors-in-interest, (each, individually, a "License Agreement" and, collectively, the "License Agreements"), have formed Purchaser for the purpose in part of purchasing certain intellectual property from Seller, including the Marks; and

C. WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, Seller's rights to certain intellectual property, including the Marks, all on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises made herein and of the mutual benefits to be derived herefrom, the parties hereto agree as follows:

**ARTICLE 1**  
**SALE AND PURCHASE OF ASSETS**

1.1 Sale and Purchase of Assets. Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Seller shall sell, transfer, assign, convey and deliver to Purchaser, and Purchaser shall purchase from Seller, free and clear of all liens, charges, security interest, easements, reservations, restrictions or encumbrances, (collectively "Encumbrances"), all of Seller's rights in and to the following as the same shall exist on the Closing Date (collectively, the "Assets");

(a) All of Seller's rights in and to the Intellectual Property and all goodwill associated therewith. "Intellectual Property" shall mean the following: (i) all trademarks, service marks, trade dress, logos, trade names and corporate names, whether or not registered, including but not limited to all the marks, logos, registrations, registration applications and internet domains listed on **Schedule A**, (ii) copyrights, whether or not registered, and all patents, patent applications and inventions and discoveries insofar as they relate to the business of manufacture and sale of bedding mattresses (the "Business," which shall not include Seller's sleeper sofa business or any business other than mattress bedding), (iii) registrations of and applications for registration of any of the foregoing insofar as it relates to the business operated under or in

association with the Marks including the Business, (iv) Information and Records as defined below, (v) trade secrets and confidential, technical and business information insofar as it relates to the Marks or the Business, (vi) whether or not confidential, technology (including, without limitation, know-how and show-how), research and development information, drawings, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing information, business and marketing plans and customer and supplier lists and information insofar as it relates to the Marks or the Business, and (vii) licensing agreements related to any of the above including but not limited to all License Agreements; provided, however, that Seller will not transfer any rights relating to the ENGLAND mark and may use the ENGLAND mark for any purpose whatsoever, except that this mark shall not be used (for so long as Purchaser or its assigns shall use any of the Marks) by Seller, or any of its affiliates, in the bedding or sleep product industry (but may be used with sleeper sofas and sleeper sofa mattresses).

(b) All prepaid expenses related to the Business and all credits due to Seller;

(c) All rights in and to any Permits, to the extent assignable, used in connection with or relating to the Business. "Permit" shall mean any federal, state, local, and foreign governmental approval, authorization, certificate, easement, filing, franchise, license, notice, permit, registration, or right to which any Person is a party or that is or may be binding upon or inure to the benefit of any Person or its securities, assets, or business. "Person" shall mean a natural person or any legal or commercial entity, or governmental entity, such as, but not limited to, a corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business association, bank, group acting in concert, or any Person acting in a representative capacity;

(d) All rights in and to the 1-800-83-SLEEP phone number (to the extent assignable), and any and all internet domain names and websites used in the Business;

(e) With respect to the Business, Intellectual Property and Permits, all books, records, files, plans, specifications, technical information, confidential information, trade secrets, price lists, promotional materials, advertising copy and data, marketing research and information, competitive analysis, sales records, service records, customer dealer and distributor lists and files, other customer dealer and distributor information, and all other proprietary information (collectively, the "Information and Records"), provided that Purchaser shall afford to Seller and its representatives full access, at such times as may be reasonably requested by Seller, to any and all of the Information and Records for tax and litigation purposes; and

(f) All litigious rights related to or arising out of the Intellectual Property, including, but not limited to, all rights by Seller to sue for infringement, damages, and declaratory and injunctive relief, regardless of whether such rights arise from conduct occurring before or after the Closing Date.

Notwithstanding the foregoing, the transfer of the Assets pursuant to this Agreement shall not include the assumption of any liability including without limitation those related to the Assets unless Purchaser expressly assumes that Liability pursuant to Section 1.4.

given, made or served, if in writing and delivered personally or sent by registered or certified mail, postage prepaid, or by commercial overnight courier or by telecopy (promptly confirmed in writing) to the following addresses (or at such other addresses for such party as shall be specified by like notice):

To Seller:

England, Inc.  
c/o La-Z-Boy Incorporated  
Attention: Treasurer  
1284 Telegraph Road  
Monroe, Michigan 48162-3390  
Telecopy: (734) 457-2005

To Purchaser:

Englander Sleep Products, L.L.C.  
c/o Spears Mattress Co., Inc.  
Attention: Terry L. Spears  
P.O. Box 5504 (30161)  
195 Chatillon Road  
Rome, Georgia 30161  
Phone: (706) 234-5346  
Fax: (706) 234-8628

With a copy to:

Kean, Miller, Hawthorne, D'Armond, McCowan & Jarman, L.L.P.  
Attention: G. Blane Clark, Jr.  
Post Office Box 3513 (70821)  
Suite 2200, One American Place  
Baton Rouge, Louisiana 70802  
Telephone: (225) 382-3414  
Telecopy: (225) 388-9133

7.6 Access After Closing. After the Closing, each of Seller and Purchaser shall cooperate (and shall cause their respective affiliates to cooperate) with each other and with each other's respective agents, including accounting firms and legal counsel, in connection with the preparation or audit of any tax return, amended return or report, claim for refund and any tax claim or litigation in respect of the Assets, which cooperation shall include, but not be limited to, making available to the other all information, records and documents in their possession relating to the liabilities for taxes associated with the Assets. Seller and Purchaser shall also make available to the other, as reasonably requested and available, personnel responsible for preparing, maintaining and interpreting information, records and documents in connection with taxes as well as related litigation. Any information provided or obtained under this Section 7.5 shall be kept confidential, except as may be otherwise necessary in connection with the filing of returns or reports, refund claims, audits, tax claims and litigation.

7.7 Sales, Transfer and Ad Valorem Taxes; Other Expenses. Any sales and transfer taxes or other fees payable by reason of the transfer and conveyance of the Assets hereunder shall be paid by the Purchaser. All ad valorem taxes on the Assets will be prorated as of Closing. All other expenses incurred by Seller or Purchaser in connection with the transaction contemplated hereby, including, without limitation, attorneys' fees, shall be borne by the party incurring the expense.

7.8 Severability. If any term or provision of this Agreement is held by a court or other authority of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

7.9 Captions. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.10 Entire Agreement. This Agreement (including the Schedules and Exhibits) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

7.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument.

7.12 Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

7.13 Publicity. This Agreement is confidential and may not be disclosed by any party other than to authorized representatives of Seller or Purchaser unless and until Seller, Purchaser, or any affiliate of Seller or Purchaser is required (in its reasonable judgment) by law to issue a press release announcing the transaction; provided, however, that if either party believes it is obligated to make an announcement, it shall give the other parties reasonable advance notice and opportunity to review and comment. Following the Closing, Purchaser rather than Seller shall prepare a written announcement for publication provided that the content of any public announcement by Purchaser will be subject to the review and approval of Seller's representative Mark A. Stegeman, such review to be timely and approval not to be unreasonably withheld. Seller may issue an announcement to be approved by Purchaser's representative, such review to be timely and approval not to be unreasonably withheld.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

ENGLAND, INC.

By: David M. Ristey  
Name: David M. Ristey  
Title: Senior VP & CFO

LZB PROPERTIES, INC.

By: Mark A. Stegman  
Name: Mark A. Stegman  
Title: VP, Treasurer

ENGLANDER SLEEP PRODUCTS, L.L.C.

By: \_\_\_\_\_  
Name: Terry L. Spears  
Title: Chairman of the Executive Committee

Exhibits:

- 1.4(a) Bill of Sale
- 3.4 Non-competition Agreement
- 4.1.4(d) Consent to Assignment of License Agreements and Mutual Release

Schedules:

- A Description of Marks
- B Description of License Agreements
- 1.4(a)(i) Description of Certain Assumed Contracts
- 1.4(a)(iv) Description of Other Assumed Liabilities
- 2.1.7 Intellectual Property
- 6.1.3 Marks for Which Seller Is Liable for Infringement Damages

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

ENGLAND, INC.

By: \_\_\_\_\_  
Name:  
Title:

LZB PROPERTIES, INC.

By: \_\_\_\_\_  
Name:  
Title:

ENGLANDER SLEEP PRODUCTS, L.L.C.

By: Terry L. Spears  
Name: Terry L. Spears  
Title: Chairman of the Executive Committee

Exhibits:

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**SCHEDULE A  
TO ASSET PURCHASE AGREEMENT**

**DESCRIPTION OF MARKS AND INTERNET DOMAINS**

Internet Domains: Englander.com, Englandersleep.com



**England, Inc.**  
**Trademark Portfolio Summary by Family**  
**U.S. and Foreign -- Active Cases**  
**Sorted by Family**

HDP Case ID	Mark	Country	Appl. No.	Filing Date	Reg. No.	Reg Date	Renewal	Status
3178-200038/US	E-MC2	United States	78321652	10/31/2009				Pend-Pending
3178-200040/US	RED CROSS and Design	United States	71043845	07/20/1989	0086345	09/10/1912	09/10/2012	Registered
3178-200041/US	DUO-FLEX	United States	71258991	12/15/1927	0245652	08/21/1928	08/21/2008	Registered
3178-300041/CA	DUO-FLEX	Canada	633291	06/01/1989	371863	08/10/1990	09/10/2005	Registered
3178-300041/MX	DUO-FLEX	Mexico	446856	09/11/2009	707102	07/28/2001	09/11/2010	Registered
3178-200042/US	FEATHEREST	United States	71278052	02/09/1929	0257599	08/11/1929	08/11/2009	Registered
3178-200043/US	MAYFAIR	United States	71285047	05/05/1929	0261690	08/24/1929	09/24/2009	Registered
3178-200046/US	DUO-DIVAN	United States	71367004	07/05/1935	0330253	11/26/1935	11/26/2005	Registered
3178-200047/US	SLEEPINE and Design	United States	71367005	07/05/1935	0330254	11/20/1935	11/20/2005	Registered
3178-200048/US	DREAM KING	United States	71422367	08/08/1939	0374725	03/23/1940	01/23/2010	Registered
3178-200049/US	BODY-GUARD	United States	71437427	10/31/1940	0385684	03/11/1941	03/11/2011	Registered
3178-200050/US	ENGLANDER (Stylized)	United States	71549529	02/12/1948	0519220	12/27/1948	12/27/2009	Registered
3178-300050/CA	ENGLANDER(Stylized)	Canada	630457	04/25/1989	384152	05/10/1991	05/10/2005	Registered
3178-300050/IL	ENGLANDER(Stylized)	Israel	116745	12/25/1997	116745	05/06/1998	12/25/2018	Registered
3178-300050/KW	ENGLANDER(Stylized)	Kuwait	55410	06/22/2002	46590	04/04/2004	06/22/2012	Registered
3178-200051/US	BODYFORM	United States	71549530	02/12/1948	0512537	07/19/1948	07/19/2009	Registered
3178-200052/US	RED LINE Design only	United States	71549533	02/12/1948	0512538	07/19/1948	07/19/2009	Registered
3178-200053/US	RED-LINE and Design	United States	71549534	02/12/1948	0512539	07/19/1948	07/19/2009	Registered
3178-200054/US	PROPEREST	United States	71556877	05/12/1948	0517227	11/01/1949	11/01/2009	Registered
3178-200055/US	DREAMCUSHION	United States	71556881	04/18/1950	0542709	05/22/1951	05/22/2011	Registered
3178-200056/US	THE DURCBILT	United States	71556892	04/18/1950	0581159	10/20/1953	10/20/2013	Registered
3178-200057/US	THE KING'S REST	United States	71556894	04/18/1950	0546658	08/14/1951	08/14/2011	Registered
3178-200058/US	PROPER-POISE	United States	71556886	04/18/1950	0559803	06/10/1952	06/10/2012	Registered
3178-200059/US	THE ARISTOCRAT	United States	71520896	11/05/1951	0584287	01/05/1954	01/05/2014	Registered

England, Inc.  
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**HARNES DICKY**

HQP Case ID	Mark	Country	Appn. No.	Filing Date	Reg. No.	Reg. Date	Renewal	Status
3178-200060/US	FLAIR	United States	71623678	01/22/1952	0565417	10/07/1953	10/07/2012	Registered
3178-200061/US	ARISTO-FOAM	United States	71625413	02/23/1952	0868338	12/23/1952	12/23/2012	Registered
3178-200062/US	BODY BEAUTIFUL	United States	71638560	12/03/1952	0578073	07/20/1953	07/20/2003	Registered
3178-200063/US	BED 'N SOFA BY ENGLANDER and Design	United States	71676486	11/12/1954	0624048	03/27/1956	03/27/2006	Registered
3178-200064/US	ENGLANDER TRUNDLEBUNK	United States	71676486	11/12/1954	0622270	07/20/1956	02/26/2006	Registered
3178-200065/US	SLEEPSTAKES	United States	71693980	08/31/1955	0828957	05/13/1956	05/13/2006	Registered
3178-200066/US	BACK MAGIC	United States	72017990	10/23/1956	0645110	05/07/1957	05/07/2007	Registered
3178-200067/US	TENSION EASE	United States	72042276	12/12/1957	663909	07/01/1958	07/01/2006	Registered
3178-200068/US	COMFORT SEAL	United States	72206530	11/19/1964	0794651	08/10/1965	08/10/2005	Registered
3178-200069/US	COMFO-FOAM	United States	72217633	04/20/1965	0803880	02/15/1966	02/15/2006	Registered
3178-300069/CA	COMFO-FOAM	Canada	290278	05/23/1965	145981	08/30/1966	08/30/2011	Registered
3178-200070/US	BODI-GARD	United States	72220040	06/10/1965	0904203	02/22/1966	02/22/2006	Registered
3178-200071/US	VELVET TOUCH	United States	72238030	02/17/1966	0821614	01/03/1967	01/03/2007	Registered
3178-200072/US	ULTRA COMFORT	United States	72241652	03/23/1966	0830403	08/13/1967	08/13/2007	Registered
3178-200073/US	SLEEP MATE	United States	72253884	09/05/1966	0834332	08/29/1967	08/29/2007	Registered
3178-200074/US	NIGHT WATCH	United States	72277307	08/01/1967	0849812	05/28/1968	05/28/2006	Registered
3178-200075/US	SPACEMAKER	United States	72285126	11/17/1967	0853395	05/13/1969	05/13/2009	Registered
3178-200076/US	SOUTHERN CROSS and Design	United States	72320191	02/28/1969	0855465	02/03/1970	02/03/2010	Registered
3178-200077/US	TOWN-HOUSE	United States	72332611	07/15/1969	0892023	06/02/1970	06/02/2010	Registered
3178-200078/US	DREAMER	United States	72333258	07/23/1969	0893719	06/30/1970	06/30/2010	Registered
3178-200079/US	APOLLO	United States	72334627	08/05/1969	0911651	05/11/1971	05/11/2011	Registered
3178-200080/US	V.I.P. AND DESIGN	United States	72354674	03/19/1970	0919016	08/24/1971	08/24/2011	Registered

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HDP Case ID	Mark	Country	Appln. No.	Filing Date	Reg. No.	Reg. Date	Renewal	Status
3178-200081/US	ROYAL BELLE	United States	724055045	10/26/1971	0944061	10/10/1972	10/10/2012	Registered
3178-200082/US	LADY ENGLANDER (Stylized)	United States	72407184	11/08/1971	0922755	07/03/1973	07/03/2013	Registered
3178-300082/CA	LADY ENGLANDER (Stylized)	Canada	630468	04/25/1988	364163	05/10/1991	05/10/2006	Registered
3178-200083/US	CHANTILLY	United States	72407573	11/12/1971	0940605	01/02/1973	01/02/2013	Registered
3178-200084/US	LIFE STYLE	United States	72410753	12/20/1971	0947911	11/20/1972	11/20/2012	Registered
3178-300084/CA	LIFE STYLE	Canada	633302	05/01/1989	371076	09/10/1990	09/10/2005	Registered
3178-200088/US	POSTURE SUPREME	United States	73059318	07/31/1975	1040040	05/08/1976	05/08/2006	Registered
3178-200089/US	POSTURE SUPPORT	United States	73059000	11/13/1975	1002557	01/17/1976	01/17/2008	Registered
3178-300089/MX	POSTURE SUPPORT	Mexico	445865	09/11/2000	707131	07/26/2001	05/11/2010	Registered
3178-200090/US	ENGLANDER T.L.C.	United States	73150076	10/20/1978	1137909	07/15/1980	07/15/2010	Registered
3178-200091/US	ALTERNATIVA VIP	United States	73216434	05/21/1979	1156407	06/02/1981	06/02/2011	Registered
3178-200092/US	EVEREST	United States	73218037	06/01/1979	1160035	07/07/1981	07/07/2011	Registered
3178-200093/US	SANCTUARY I	United States	73277012	09/02/1980	1171301	09/29/1981	09/29/2011	Registered
3178-200094/US	SUPREME	United States	73708565	02/01/1988	1513873	09/18/1990	09/18/2010	Registered
3178-200095/US	REGAL BODYGUARD	United States	73708568	02/01/1988	1567172	11/21/1989	11/21/2009	Registered
3178-200096/US	ESSEX	United States	73708684	02/01/1988	1559030	10/03/1989	10/03/2009	Registered
3178-200097/US	VERSAILLES	United States	73714065	02/29/1988	1536399	04/25/1989	04/25/2009	Registered
3178-200098/US	ULTRA COMFORT	United States	73756107	10/05/1990	1651901	08/15/1991	08/15/2009	Registered
3178-200099/US	LADY ENGLANDER PRINCESS	United States	73756949	04/25/1980	1575028	01/02/1990	01/02/2010	Registered
3178-200100/US	JUST FOR THE HEALTH OF IT!	United States	73828728	10/02/1980	1605895	07/18/1990	07/18/2010	Registered
3178-200101/US	SPORTS MATTRESS	United States	73828960	10/02/1980	1639981	01/08/1991	01/08/2011	Registered
3178-200103/US	COUNTRY COMFORT	United States	74216637	10/28/1991	1743184	12/29/1992	12/29/2012	Registered
3178-200104/US	COUNTRY DREAMER	United States	74216639	10/28/1991	1745185	12/29/1992	12/29/2012	Registered

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3178-200105/US	COUNTRY TRADITION	United States	74/216639	10/28/1991	1766817	08/11/1992	08/11/2012	Registered
3178-200108/US	COUNTRY BELLE	United States	74/216640	10/28/1991	1742186	12/29/1992	12/29/2012	Registered
3178-200107/US	COUNTRY SLEEPMATE	United States	74/216641	10/28/1991	1715811	09/15/1992	09/15/2012	Registered
3178-200106/US	COUNTRY FAIR	United States	74/216642	10/28/1991	1745187	12/29/1992	12/29/2012	Registered
3178-200109/US	TENSION FLEX	United States	74/279109	05/27/1992	1808490	11/30/1993	11/30/2013	Registered
3178-200110/US	IMPERIAL SUPREME	United States	74/287642	09/24/1992	1818415	01/11/1994	01/11/2014	Registered
3178-200112/US	THE MATTRESS OF CHOICE SINCE 1894	United States	74/398873	09/01/1993	1827498	03/22/1994	03/22/2014	Registered
3178-200113/US	NEVER-FLIP	United States	74/402360	08/15/1993	1824437	03/01/1994	03/01/2014	Registered
3178-200113/CA	NEVER-FLIP	Canada	1093312	02/20/2001	TM/629743	01/07/2005	01/07/2020	Registered
3178-200114/US	21ST CENTURY SLEEP SYSTEMS	United States	74/405149	06/21/1993	1826383	03/15/1994	03/15/2014	Registered
3178-200117/US	ZERO MOTION	United States	74/526211	05/18/1994	1922056	09/26/1996	09/26/2006	Registered
3178-200118/US	THE VICTORIAN COLLECTION	United States	74/574059	09/15/1994	1925493	10/10/1995	10/10/2005	Registered
3178-200119/US	SENIOR SLEEP	United States	74/604077	11/29/1994	1938483	11/28/1996	11/28/2006	Registered
3178-200120/US	LAYTEX	United States	74/632110	02/09/1995	2246745	05/18/1999	05/18/2009	Registered
3178-200120/US/01	LAYTEX	United States	78/567505	03/15/2005				Filed-Pending
3178-200121/US	NATURALLY BY ENGLANDER	United States	74/638314	02/24/1995	2070315	06/10/1997	06/10/2007	Registered
3178-200122/US	TORSION GRID	United States	75/073095	09/15/1996	2175967	07/28/1996	07/28/2006	Registered
3178-200122/MX	TORSION GRID	Mexico	446570	09/11/2000	707136	07/28/2001	09/11/2010	Registered
3178-200123/US	ENGLANDER FITNESS	United States	75/090026	05/02/1996	2096614	08/05/1997	08/05/2007	Registered
3178-200124/US	PLLO-PUFF	United States	75/140324	07/26/1996	2062958	04/15/1997	04/15/2007	Registered
3178-200126/US	NATURE'S FINEST	United States	75/169293	10/28/1996	2114005	11/19/1997	11/19/2007	Registered
3178-200127/AU	ENGLANDER	Australia	473249	09/23/1987	6423249	06/05/1990	09/23/2008	Registered

**England, Inc.**  
**Trademark Portfolio Summary by Family**  
**U.S. and Foreign -- Active Cases**  
**Sorted by Family**

HDP Case ID	Mark	Country	Appn. No.	Filing Date	Reg No.	Reg Date	Renewal	Status
3178-300127CN	ENGLANDER	China P.R.	8810801	04/16/1998	339832	02/10/1999	02/10/2009	Registered
3178-300127CN/01	ENGLANDER	China P.R.	8810800	04/16/1998	360066	08/30/1999	08/30/2009	Registered
3178-300127WGG	ENGLANDER	Gaza	5631	07/13/1996	5631	08/08/1999	07/13/2005	Registered
3178-300127HK	ENGLANDER	Hong Kong	399988	01/21/1996	531131991	09/20/1991	01/21/2002	Registered
3178-300127ID	ENGLANDER	Indonesia	N/A	02/16/1988	243767	12/22/1988	12/21/2008	Registered
3178-300127ID/01	ENGLANDER	Indonesia	N/A	02/16/1988	243767	12/22/1988	12/21/2008	Registered
3178-300127JP	ENGLANDER	Japan	HQB-070661	05/26/1996	4170745	07/24/1998	07/24/2008	Registered
3178-300127MY	ENGLANDER	Malaysia	87006209	12/30/1987	87006209	09/18/1988	12/30/2004	Registered
3178-300127MX	ENGLANDER	Mexico	514622	10/31/2001	781480	02/28/2003	10/31/2011	Registered
3178-300127SA	ENGLANDER	Saudi Arabia	73964	11/10/2001	64293	09/09/2002	07/20/2011	Registered
3178-300127ZA	ENGLANDER	South Africa	9310656	11/12/1989	9310656	12/21/1995	11/12/2015	Registered
3178-300127KR	ENGLANDER	South Korea	19998824	02/26/1999	462440	01/07/2000	01/07/2010	Registered
3178-300127TH	ENGLANDER	Thailand	172908	01/15/1988	119420	09/28/1988	01/15/2008	Registered
3178-300127WGW	ENGLANDER	West Bank	6416	07/04/1996	6416	11/26/2002	07/04/2005	Registered
3178-200129/US	TENSION GRID	United States	75579499	10/20/1998	2380107	08/22/2000	08/22/2010	Registered
3178-200130/US	POSTURE BUILDER	United States	75653200	03/04/1999	2345912	05/02/2000	05/02/2010	Registered
3178-200131/US	POSTURE AID	United States	75659224	05/05/1999	2357282	08/13/2000	06/13/2010	Registered
3178-200132/US	ENGLANDER...THE OFFICIAL MATTRESS FOR THE NEW MILLENNIUM	United States	75705976	05/13/1999	2653666	11/26/2002	11/26/2012	Registered
3178-200133/US	TARA HALL	United States	758014146	03/00/2000	2429807	02/20/2004	02/20/2014	Registered
3178-300136/CA	RED-LINE	Canada	633280	06/01/1989	871882	08/10/1990	08/10/2005	Registered
3178-300136/MX	RED-LINE	Mexico	446864	09/11/2000	707190	07/26/2001	08/11/2010	Registered
3178-200137/CA	TENSION EASE	Canada	630459	04/25/1989	384154	05/19/1991	05/19/2005	Registered
3178-300137/MX	TENSION EASE	Mexico	64960	09/21/1990	360430	12/17/1990	08/31/2005	Registered
3178-300139/MX	LADY ENGLANDER	Mexico	446862	09/11/2000	707128	07/20/2001	09/11/2010	Registered
3178-300142/CA	ILLUSIONS COMFORT SEAL	Canada	690594	10/01/1991	421379	08/05/1994	08/05/2009	Registered
3178-200146/US	E-SLEEP SYNERGY	United States	78547653	01/13/2005				Filed-Pending

**England, Inc.**  
**Trademark Portfolio Summary by Family**  
**U.S. and Foreign -- Inactive Cases**  
**Sorted by Family**

HDP Case ID	Mark	Country	Appl. No.	Filing Date	Reg No.	Reg Date	Renewal	Status
3178-300042/MX	FEATHEREST	Mexico	446868	09/11/2000	707134	07/26/2001	09/11/2010	Inactive-Abandoned
3178-200044/US	VICEROY	United States	717329913	09/26/1932	0301220	02/21/1933	02/21/2003	Inactive-Abandoned
3178-200045/US	AIRWAY	United States	717338652	06/09/1933	0307703	10/31/1933	10/31/2003	Inactive-Abandoned
3178-300051/MX	BODYFORM	Mexico	446867	09/11/2000	707133	07/26/2001	09/11/2010	Inactive-Abandoned
3178-300059/CA	COMFORT SEAL	Canada	288657	04/09/1965	145135	05/06/1966	05/06/2011	Inactive-Abandoned
3178-300071/CA	VELVET TOUCH	Canada	633300	06/01/1969	371860	08/10/1969	08/10/2005	Inactive-Abandoned
3178-300071/MX	VELVET TOUCH	Mexico	446863	09/11/2000	707129	07/26/2001	09/11/2010	Inactive-Abandoned
3178-200005/US	THE AMERICAN WAY	United States	727420308	03/26/1972	090901	03/15/1973	03/15/2003	Inactive-Abandoned
3178-200086/US	COMFORT-KNIT	United States	727440820	11/10/1972	0971322	10/23/1973	10/23/2003	Inactive-Abandoned
3178-200087/US	CLISHON-KNIT	United States	727440822	11/10/1972	0971324	10/23/1973	10/23/2003	Inactive-Abandoned
3178-300096/MX	ESSEX	Mexico	446071	09/11/2000	707137	07/26/2001	09/11/2010	Inactive-Abandoned
3178-300098/MX	LADY ENGLANDER PRINCESS	Mexico	446861	09/11/2000	725415	11/30/2001	09/11/2010	Inactive-Abandoned
3178-300101/CA	SPORTS MATTRESS	Canada	633298	01/01/1969	371867	08/10/1990	08/10/2005	Inactive-Abandoned
3178-200102/US	ILLUSION COMFORT-SEAL	United States	747216217	10/28/1991	1873973	01/17/1995	01/17/2005	Inactive-Abandoned
3178-300103/CA	COUNTRY COMFORT	Canada	690585	10/01/1991	409479	03/12/1993	03/12/2008	Inactive-Abandoned
3178-300104/CA	COUNTRY DREAMER	Canada	690589	10/01/1991	409482	03/19/1993	03/19/2008	Inactive-Abandoned
3178-300105/CA	COUNTRY TRADITION	Canada	690588	10/01/1991	409481	03/12/1993	03/12/2008	Inactive-Abandoned
3178-300105/CA	COUNTRY BELLE	Canada	690590	10/01/1991	409493	03/19/1993	03/19/2008	Inactive-Abandoned
3178-300107/CA	COUNTRY SLEEPMATE	Canada	690591	10/01/1991	409494	03/19/1993	03/19/2008	Inactive-Abandoned
3178-300108/CA	COUNTRY FAIR	Canada	690587	10/01/1991	409480	03/12/1993	03/12/2008	Inactive-Abandoned
3178-200111/US	BODY-TUNED	United States	747912836	09/11/1992	1768804	05/04/1993	05/04/2003	Inactive-Abandoned
3178-200115/US	UNIQUE	United States	747420266	07/30/1993	1824774	02/01/1994	03/01/2004	Inactive-Abandoned

**England, Inc.**  
**Trademark Portfolio Summary by Family**  
**U.S. and Foreign -- Inactive Cases**  
**Sorted by Family**

HDP Case ID	Mark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Renewal	Status
3178-200116/US	STARGAZER	United States	74/430247	00/27/1993	1007933	04/04/1995	04/04/2005	Inactive-Abandoned
3178-300122/CA	TORSION GRID	Canada	633301	86/01/1990	374030	10/05/1990	10/05/2005	Inactive-Abandoned
3178-200126/US	ENGLANDER BAREE GRAND	United States	75/149493	06/13/1996	2097353	09/16/1997	09/16/2007	Inactive-Abandoned
3178-300127/US	ENGLANDER	United States	75/430409	02/23/1998				Inactive-Abandoned
3178-200127/US/01	ENGLANDER	United States	76/413686	05/23/2002				Inactive-Abandoned
3178-300127/JO	ENGLANDER	Jordan	2303	06/22/1998	50234	08/20/1999	06/22/2005	Inactive-Abandoned
3178-200128/US	ENGLANDER MATTRESS GALLERY	United States	75/461096	04/02/1995				Inactive-Abandoned
3178-300130/CA	POSTURE BUILDER	Canada	633292	06/01/1989	371864	08/10/1990	08/10/2005	Inactive-Abandoned
3178-300130/MX	POSTURE BUILDER	Mexico	446869	09/11/2000	707135	07/26/2001	09/11/2010	Inactive-Abandoned
3178-200134/US	21ST CENTURY MOTION SLEEP SYSTEMS	United States	75/920675	02/15/2000				Inactive-Abandoned
3178-200135/US	SUPER QUEEN	United States	76/297663	02/09/2001				Inactive-Abandoned
3178-300138/CA	ENGLANDER - JUST FOR THE HEALTH OF IT	Canada	635299	06/01/1989	371868	08/10/1990	08/10/2005	Inactive-Abandoned
3178-300140/MX	SPORTS	Mexico	446872	09/11/2000	707138	07/26/2001	09/11/2010	Inactive-Abandoned
3178-300141/CA	PROPEREST	Canada	633294	06/01/1989	371865	08/10/1990	08/10/2005	Inactive-Abandoned
3178-300143/IL	ENGLANDER THE MATTRESS OF THE CENTURY	Israel	118615	05/13/1998	119615	04/06/2000	05/13/2005	Inactive-Abandoned
3178-300143/L/01	ENGLANDER THE MATTRESS OF THE CENTURY	Israel	118616	05/13/1998	119616	02/27/2000	05/13/2005	Inactive-Abandoned

**EXHIBIT 1.4(a)  
TO ASSET PURCHASE AGREEMENT**

**BILL OF SALE  
AND  
ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Bill of Sale and Assignment"), dated as of October 20, 2005, is by and among England, Inc., a Michigan corporation ("England"), LZB Properties, Inc., a Michigan corporation ("LZB") and, along with England, "Seller") and Englander Sleep Products, L.L.C., a Delaware limited liability company (the "Purchaser") (each a "Party" and collectively, the "Parties").

**WITNESSETH:**

**WHEREAS**, pursuant to an Asset Purchase Agreement dated as of October 20, 2005 (the "Asset Purchase Agreement") by and between Seller and Purchaser, and in consideration of the Purchase Price paid thereunder and the mutual promises and covenants contained therein, Seller agreed to sell, convey, transfer, assign and deliver to Purchaser at the Closing the "Assets" as that term is defined in the asset Purchase Agreement; and

**WHEREAS**, also pursuant to the Asset Purchase Agreement, Purchaser agreed to assume the Assumed Liabilities, as that term is defined in the Asset Purchase Agreement.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Seller hereby sells, conveys, transfers and assigns to, and vests in, Purchaser, its successors and assigns forever, all of Seller's right, title and interest, legal or equitable, in and to the Assets as of the Closing Date. Such conveyance, transfer, assignment, and vesting shall be effective as of 12:01 A.M. on October 20, 2005. The Assets are sold and assigned as represented and warranted in the Asset Purchase Agreement, and the representations and warranties of Seller set forth in the Asset Purchase Agreement are incorporated into this Agreement as though fully set forth herein. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SPECIFICALLY PROVIDED FOR IN THE ASSET PURCHASE AGREEMENT, ALL OF THE ASSETS ARE SOLD TO PURCHASER "AS IS" WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR INTENDED USE OR OTHERWISE.

2. Purchaser hereby agrees to assume and pay or perform in the ordinary course of business all of the Assumed Liabilities.



3. As provided in the Asset Purchase Agreement, Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from any cost, claim, liability, damage, or expense (including attorneys' fees and costs) arising from any cause of action whatsoever relating to the Assumed Liabilities.

4. At any time and from time to time after the date hereof, the Parties shall execute and deliver, or shall cause to be executed and delivered, to the other Party such other instruments and take such other action as may be reasonably requested to carry out the intent and purposes of this Bill of Sale and Assignment.

5. Purchaser shall not assume nor be responsible for, and Seller shall retain and remain responsible for, any and all of Seller's obligations and liabilities of any nature whatsoever, whether absolute, accrued, disclosed, undisclosed, contingent or otherwise, relating to the Excluded Assets.

6. This Bill of Sale and Assignment and the covenants and agreements herein contained shall survive the date hereof and shall inure to the benefit of the Parties and their respective successors and assigns, and shall be binding upon the Parties and their respective successors and assigns.

7. Nothing in this instrument shall be deemed to modify, limit, or amend any of the rights or obligations of either Party under the Asset Purchase Agreement.

8. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement.

9. This Bill of Sale and Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the Parties have executed this Bill of Sale and Assignment as of the date first set forth above.

**PURCHASER:**

**Englander Sleep Products, L.L.C.**

By: \_\_\_\_\_  
Name: Terry L. Spears  
Title: Chairman of the Executive Committee

**SELLER:**

**England, Inc.**

By: David M. Riley  
Name: David M. Riley  
Title: SENIOR VP + CFO

**LZB Properties, Inc.**

By: Mark A. Stigeman  
Name: Mark A. Stigeman  
Title: VP, Treasurer

IN WITNESS WHEREOF, the Parties have executed this Bill of Sale and Assignment as of the date first set forth above.

**PURCHASER:**

**Englander Sleep Products, L.L.C.**

By: Terry L. Spears  
Name: Terry L. Spears  
Title: Chairman of the Executive Committee

**SELLER:**

**England, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**LZB Properties, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit A**  
**Trademark Assignment of U.S. Trademarks and Applications**  
**by and between**  
**LZB Properties, Inc. (Sellers)**  
**and Englander Sleep Products, L.L.C. (Purchaser)**

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO/SERIAL NO.</u>	<u>REGISTRATION DATE</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>
Alternativa VIP	United States	1,156,407	6/2/81	Renewal	June 2, 2011
Apollo	United States	911,651	5/11/71	Renewal	May 11, 2011
Aristo-Foam	United States	0568,338	12/23/52	Renewal	December 23, 2012
The Aristocrat	United States	584,267	1/5/54	Renewal	January 5, 2014
Back Magic	United States	0645,110	5/7/57	Renewal	May 7, 2007
Bed n' Sofa by Englander	United States	0624,049	3/27/56	Renewal	March 27, 2006
Bodi-Gard	United States	0804,263	2/22/66	Renewal	February 22, 2006
Bodyform	United States	0512,537	7/19/49	Renewal	July 19, 2009
Body-Guard	United States	0385,684	3/11/41	Renewal	March 11, 2011
Chantilly	United States	0949,805	1/2/73	Renewal	January 2, 2013
Comfo-Foam	United States	0803,880	2/15/66	Renewal	February 15, 2006
Comfort Seal	United States	0794,051	8/10/65	Renewal	August 10, 2005 (Just filed-not accepted yet)
Country Belle	United States	1,743,186	12/29/92	Renewal	December 29, 2012
Country Comfort	United States	1,743,184	12/29/92	Renewal	December 29, 2012
Country Dreamer	United States	1,743,185	12/29/92	Renewal	December 29, 2012
Country Fair	United States	1,743,187	12/29/92	Renewal	December 29, 2012
Country Sleepmate	United States	1,715,811	9/15/92	Renewal	September 15, 2012
Country Tradition	United States	1,706,817	8/11/92	Renewal	August 11, 2012
Dreamcushion	United States	0542,769	5/22/51	Renewal	May 22, 2011
Dreamer	United States	0893,719	6/30/70	Renewal	June 30, 2010

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO./SERIAL NO.</u>	<u>REGISTRATION DATE</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>
Dream King	United States	0374,725	1/23/40	Renewal	January 23, 2010
Duo-Divan	United States	330,253	11/26/35	Renewal	November 26, 2005
Duo-Flex	United States	245,632	8/21/28	Renewal	August 21, 2008
The Durobilt	United States	0581,159	10/20/53	Renewal	October 20, 2013
E=MC2 PENDING APPLICATION	United States	78/321652	None of record	Pending response to office action	Pending
E-Sleep Synergy PENDING APPLICATION	United States	78/547053	None of record	Pending SOU	Pending
Englander	United States	0519,220	12/27/49	Renewal	December 27, 2009
Englander Fitness	United States	2,085,614	8/5/97	Renewal	August 5, 2007
Englander...The Official Mattress for the New Millennium	United States	2,653,066	11/26/02	Section 8&15 11/26/2007- 11/26/2008	November 26, 2012
Englander T.L.C.	United States	1,137,909	7/15/80	Renewal	July 15, 2010
Englander Trundlbunk	United States	0622,270	2/28/56	Renewal	February 28, 2006
Essex	United States	1,559,030	10/3/89	Renewal	October 3, 2009
Everest	United States	1,160,035	7/7/81	Renewal	July 7, 2011
Featherest	United States	257,599	6/11/29	Renewal	June 11, 2009
Flair (Design)	United States	0565,117	10/7/52	Renewal	October 7, 2012
Imperial Supreme	United States	1,816,415	1/11/94	Renewal	January 11, 2014
The Kings' Rest	United States	0546,658	8/14/51	Renewal	August 14, 2011
Just for the Health of It	United States	1,605,595	7/10/90	Renewal	July 10, 2010
Lady Englander Princess	United States	1,575,028	1/2/90	Renewal	January 2, 2010
Lady Englander	United States	0962,755	7/3/73	Renewal	July 3, 2013
Laytex	United States	2,246,745	5/18/99	Renewal	May 18, 2009
Laytex - PENDING APPLICATION	United States	78/587505 (filed 3/15/05)		Awaiting Office Action	Pending
Life Style	United States	947,911	11/28/72	Renewal	November 28, 2012

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO/SERIAL NO.</u>	<u>REGISTRATION DATE</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>
The Mattress of Choice Since 1984	United States	1,827,498	3/22/94	Renewal	March 22, 2014
Mayfair	United States	261,690	9/24/29	Renewal	September 24, 2009
Naturally by Englander	United States	2,070,316	6/10/97	Renewal	June 10, 2007
Nature's Finest	United States	2,114,005	11/18/97	Renewal	November 18, 2007
Never-Flip	United States	1,824,437	3/1/94	Renewal	March 1, 2014
Night Watch	United States	849,812	5/28/68	Renewal	May 28, 2008
Posture Aid	United States	2,357,282	6/13/00	Section 8&15 6/13/2005 -6/13/2006	June 13, 2010
Posture Builder	United States	2,346,912	5/2/00	Section 8&15 5/2/2005 -- 5/2/2006	May 2, 2010
Posture Support	United States	1,082,557	1/17/78	Renewal	January 17, 2008
Posture Supreme	United States	1,040,940	6/8/76	Renewal	June 8, 2006
Properest	United States	0517,227	11/1/49	Renewal	November 1, 2009
Proper-Poise	United States	0559,803	6/10/52	Renewal	June 10, 2012
Red Cross	United States	0088,345	9/10/12	Renewal	September 10, 2012
Red-Line	United States	0512,539	7/19/49	Renewal	July 19, 2009
Red-Line (Design)	United States	512,538	7/19/49	Renewal	July 19, 2009
Regal Bodyguard	United States	1,567,172	11/21/89	Renewal	November 21, 2009
Royal Belle	United States	0944,681	10/10/72	Renewal	October 10, 2012
Sanctuary 1	United States	1,171,301	9/29/81	Renewal	September 29, 2011
Senior Sleep	United States	1,938,483	11/28/95	Renewal	November 28, 2005
SleepLine -Design	United States	330,254	11/26/35	Renewal	November 26, 2005
Sleep Mate	United States	0834,332	8/29/67	Renewal	August 29, 2007
Sleepstakes	United States	0626,957	5/15/56	Renewal	May 15, 2006
Southern Cross	United States	0885,465	2/3/70	Renewal	February 3, 2010
Spacemaker	United States	0869,395	5/13/69	Renewal	May 13, 2009
Sports Mattress	United States	1,630,881	1/8/91	Renewal	January 8, 2011

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<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO./SERIAL NO.</u>	<u>REGISTRATION DATE</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>
Supreme	United States	1,613,873	9/18/90	Renewal	September 18, 2010
21 <sup>st</sup> Century Sleep Systems	United States	1,826,383	3/15/94	Renewal	March 15, 2014
Tara Hall	United States	2,429,807	2/20/01	Section 8&15 2/20/2006-2/20/2007	February 10, 2011
Tension Ease	United States	0663,808	7/1/58	Renewal	July 1, 2008
Tension Flex	United States	1,808,490	11/30/93	Renewal	November 30, 2013
Tension Grid	United States	2,380,107	8/22/00	Section 8&15 8/22/05-8/22/06 Supplemental Register	August 22, 2010
Torsion Grid	United States	2,175,987	7/28/98	Renewal	July 28, 2008
Town-House	United States	0892,023	6/2/70	Renewal	June 2, 2010
Ultra Comfort	United States	0830,403	6/13/67	Renewal -- Supplemental	June 13, 2007
Ultra Comfort	United States	1,551,961	8/15/89	Renewal -- Principal	August 15, 2009
Velvet Touch	United States	0821,614	1/3/67	Renewal	January 3, 2007
Versailles	United States	1,536,399	4/25/89	Renewal	April 25, 2009
The Victorian Collection	United States	1,925,493	10/10/95	Renewal	October 10, 2005 (Per USPTO 8&9 filed 9/6/2005)
V.I.P.	United States	0918,916	8/24/71	Renewal	August 24, 2011
Zero Motion	United States	1,922,056	9/26/95	Renewal	September 26, 2005 (Per USPTO 8&9 filed 9/6/2005)

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