

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
CP Holdco, Inc.	FORMERLY Comfor Products, Inc.	06/29/2007	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Dreamwell, Ltd.
Street Address:	2215-B Renaissance Drive, Suite 12
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89119
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	72277490	COMFA-PEDIC
Serial Number:	78293787	COMFOR-PEDIC
Serial Number:	78368989	COMFORT ADVANTAGE
Serial Number:	78669989	MYSTERE
Serial Number:	78380058	WE'VE GOT THE EDGE!
Serial Number:	78572511	EDGE
Serial Number:	78810532	COMFORT SENSITIVE
Serial Number:	77004783	HINGED BED
Serial Number:	78794141	MIRAGE
Serial Number:	78778690	NASSAU BED
Serial Number:	78899779	NUVÖ SLEEP SYSTEM
Serial Number:	78899782	OMNI FLEX
Serial Number:	78971895	REACTION MATERIAL
Serial Number:	77002787	THE SECRET

CH \$440.00 72277490

Serial Number:	77066383	THE SILK BED
Serial Number:	77017894	VENETIAN
Serial Number:	77105988	WHAT'S YOUR FAVORITE POSITION

CORRESPONDENCE DATA

Fax Number: (617)951-7050
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (617) 951-7021
Email: erin.dugan@ropesgray.com
Correspondent Name: Irina Mogilevich, c/o ROPES & GRAY LLP
Address Line 1: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	SMCY-TIP
NAME OF SUBMITTER:	Erica L. Hepp, Esq.
Signature:	/erica hepp/
Date:	08/03/2007

Total Attachments: 8
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TRADEMARK ASSIGNMENT

June 29, 2007

This **TRADEMARK ASSIGNMENT**, dated as of the date first written above (the "**Trademark Assignment**"), is entered into by and between CP Holdco, Inc. (f/k/a Comfor Products, Inc.), a Washington corporation ("**Seller**"), and Dreamwell, Ltd., a Nevada limited liability company ("**IP Purchaser**") (each, a "**Party**," and collectively, the "**Parties**").

WITNESSETH:

WHEREAS, the Seller has entered into that certain Asset Purchase Agreement by and between Simmons Holdco, Inc., Simmons Bedding Company (the "**Purchaser**"), the Seller and certain other parties named therein, dated as of June 26, 2007 (the "**Asset Purchase Agreement**"), providing for, among other things, the sale by the Seller to the Purchaser (or its designated Affiliates) of the Purchased Assets and the assumption by the Purchaser (or its designated Affiliates) of the Assumed Liabilities.

WHEREAS, in accordance with the terms of the Asset Purchase Agreement, the Purchaser has entered into that certain Assignment and Assumption of Certain Contractual Rights Under the Asset Agreement Purchase Agreement Relating to the Assigned IP by and between the Purchaser and Dreamwell, Ltd. (the "**IP Purchaser**"), dated as of the date hereof (the "**Assignment of APA Rights**"), providing for (i) the assignment from the Purchaser to the IP Purchaser of all of the Purchaser's right, title and interest in and under the Asset Purchase Agreement to purchase the Assigned IP (the "**Assigned APA Rights**") and (ii) the assumption by the IP Purchaser of all of the Purchaser's obligations and liabilities relating to the Assigned APA Rights.

WHEREAS, in accordance with the terms of the Asset Purchase Agreement and the Assignment of APA Rights, the IP Purchaser and the Seller have entered into that certain Assignment and Assumption of Certain Intellectual Property Rights, dated as of the date hereof (the "**Assignment of IP Rights**"), providing for (i) the assignment from the Seller to the IP Purchaser of all of the Seller's right, title and interest in and under the Assigned IP Contractual Rights (as defined therein) and (ii) the assumption by the Purchaser of all of the Seller's obligations and liabilities Assumed IP Contractual Obligations (as defined therein).

WHEREAS, pursuant to the Assignment of IP Rights, the IP Purchaser has acquired all right, title and interest in and to Seller's registered trademarks and applications in the United States and foreign countries, which are listed on the attached **Schedule A** (the "**Trademarks**").

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. In accordance with the terms of the Assignment of IP Rights, the Seller hereby sells, assigns, transfers and conveys to the IP Purchaser of all of the Seller's right, title and interest in and to the Trademarks, the goodwill represented thereby, all proceeds therefrom, all administrative rights relating thereto, including, without limitation the right to prosecute registration applications and oppose or seek to cancel third party registrations, and all choses-in-action pertaining thereto, including, without limitation, the right to bring an action at law or in equity for any infringement, dilution or violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks. The Seller stipulates and covenants not to controvert in any forum that the IP Purchaser and its Affiliates are the successors to the Seller's existing and ongoing business to which the Trademarks pertain.

2. Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any trademark application that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Trademarks under the Assignment of IP Rights.

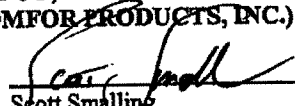
3. This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be signed by its duly authorized officer as of the date first written above.

CP HOLDCO, INC.
(f/k/a COMFOR PRODUCTS, INC.)

By: 
Name: Scott Smalling
Title: President and Chief Executive Officer

DREAMWELL, LTD.

By: _____
Name: David Liskow
Title: Secretary and Controller

ACKNOWLEDGEMENT

WASHINGTON STATE)
COUNTY OF PIERCE) ss.

On this 28th day of June, 2007, before me personally came Scott Smalling, who being by me duly sworn did depose and say that he is the President and Chief Executive Officer of CP Holdco, Inc. (f/k/a Comfor Products, Inc.), the corporation described in and which executed the foregoing assignment; that he signed his name to the foregoing assignment, and on oath stated that he was authorized to execute said assignment.


(Signature of Notary)



MEGAN LYNN ISENHOWER
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,

residing at Fircrest, WA

My appointment expires 03/29/11

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be signed by its duly authorized officer as of the date first written above.

CP HOLDCO, INC.
(f/k/a COMFOR PRODUCTS, INC.)

By: _____
Name: Scott Smalling
Title: President and Chief Executive Officer

DREAMWELL, LTD

By: David Liskow
Name: David Liskow
Title: Secretary and Controller

STATE OF NEVADA)
COUNTY OF CLARK) ss.

On this 28 day of June, 2007, before me personally came David Liskow, who being by me duly sworn did depose and say that he is the Secretary and Controller of Dreamwell, Ltd., the corporation described in and which executed the foregoing assignment; that he signed his name to the foregoing assignment, and on oath stated that he was authorized to execute said assignment.

Chris Shea

(Signature of Notary)



(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Nevada,


residing at 2215-B RENAISSANCE DR LAS VEGAS, NV

My appointment expires 3-1-2011

89119

SCHEDULE A

A. U.S. Trademark Registrations

<u>Trademark</u>	<u>Status</u>	<u>Owner</u>	<u>Appl. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
COMFA-PEDIC	US FEDERAL RENEWED	COMFOR PRODUCTS, INC.	72277490	August 4, 1967	0841640	January 2, 1968
COMFOR-PEDIC	US FEDERAL REGISTERED	COMFOR PRODUCTS, INC.	78293787	August 28, 2003	3189821	December 26, 2006
COMFORT ADVANTAGE	US FEDERAL REGISTERED	COMFOR PRODUCTS, INC.	78368989	February 17, 2004	2925407	February 8, 2005
MYSTERE	US FEDERAL REGISTERED	COMFOR PRODUCTS, INC.	78669989	July 13, 2005	3216509	March 6, 2007
WE'VE GOT THE EDGE! <small>WE'VE GOT THE  EDGE!</small>	US FEDERAL REGISTERED	COMFOR PRODUCTS, INC.	78380058	March 8, 2004	3019827	November 29, 2005
EDGE	US FEDERAL REGISTERED	COMFOR PRODUCTS, INC.	78572511	February 22, 2005	3116488	July 18, 2006

B. Canadian Trademark Registration

<u>Trademark</u>	<u>Status</u>	<u>Owner</u>	<u>Appl. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
COMFOR-PEDIC	CANADA REGISTERED	COMFOR PRODUCTS, INC.	1281526	November 18, 2005	TMA676429	November 6, 2006

C. U.S. and Foreign Trademark Applications

<u>Trademark</u>	<u>Status</u>	<u>Owner</u>	<u>Appl. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
COMFORT SENSITIVE	US FEDERAL PUBLISHED	COMFOR PRODUCTS, INC.	78810532	February 8, 2006	--	--
HINGED BED	US FEDERAL PENDING	COMFOR PRODUCTS, INC.	77004783	September 21, 2006	--	--
MIRAGE	US FEDERAL PUBLISHED	COMFOR PRODUCTS, INC.	78794141	January 18, 2006	--	--

<u>Trademark</u>	<u>Status</u>	<u>Owner</u>	<u>Appl. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
NASSAU BED	US FEDERAL PUBLISHED	COMFOR PRODUCTS, INC.	78778690	December 21, 2005	--	--
NUVÖ SLEEP SYSTEM	US FEDERAL PUBLISHED	COMFOR PRODUCTS, INC.	78899779	June 2, 2006	--	--
OMNI FLEX	US FEDERAL ABANDONED	COMFOR PRODUCTS, INC.	78899782	June 2, 2006	--	--
REACTION MATERIAL	US FEDERAL PENDING	COMFOR PRODUCTS, INC.	78971895	September 11, 2006	--	--
THE SECRET	US FEDERAL PUBLISHED	COMFOR PRODUCTS, INC.	77002787	September 19, 2006	--	--
THE SILK BED	US FEDERAL PENDING	COMFOR PRODUCTS, INC.	77066383	December 18, 2006	--	--
VENETIAN	US FEDERAL PENDING	COMFOR PRODUCTS, INC.	77017894	October 10, 2006	--	--
WHAT'S YOUR FAVORITE POSITION	US FEDERAL PENDING	COMFOR PRODUCTS, INC.	77105988	February 13, 2007	--	--
COMFOR-PEDIC	COMMUNITY TRADEMARKS PENDING	COMFOR PRODUCTS, INC.	5730461	February 3, 2007	--	--