

## 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
World Sleep Products, Inc.		07/01/2006	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Englander Sleep Products, L.L.C.		
Street Address:	301 Main Street, Ste. 1800, One American Place		
Internal Address:	Kean Miller		
City:	Baton Rouge		
State/Country:	LOUISIANA		
Postal Code:	70801		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2844035	VISCOPEDIC	
Registration Number:	2974405	VISCO	
CORRESPONDENCE DATA			
Fax Number:	(225)388-9133		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	225-387-0999		
Email:	bill.caughman@keanmiller.com		
Correspondent Name:	William L. Caughman III		
Address Line 1:	301 Main St., One American Pl., Ste. 1800		
Address Line 2:	Kean Miller		
Address Line 4:	Baton Rouge, LOUISIANA 70801		
ATTORNEY DOCKET NUMBER:	18264-2		
NAME OF SUBMITTER:	William L. Caughman III		

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REEL: 003631 FRAME: 0295

Signature:

/williamlcaughmaniii/

Date:

10/01/2007

Total Attachments: 2

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## **TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement"), effective as of July 1, 2006, (the "Effective Date"), is by and among World Sleep Products, Inc., a Massachusetts corporation ("Seller"), and Englander Sleep Products, L.L.C. a Delaware company ("Buyer") (each a "Party" and collectively, the "Parties").

### **WITNESSETH:**

**WHEREAS**, Seller is the owner of the registered trademarks VISCO and VISCOPEDIC, and the unregistered trademark VISCOCOMFORT (collectively referred to as the "Marks") used in association with the sale of mattresses, box springs and pillows, and considering Sellers desire to transfer and assign all right title and interest in the Marks to Buyer;

**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, Buyer, its successors and assigns forever, all of Seller' right, title and interest, legal or equitable, in and to Marks, and all goodwill associated therewith. Such conveyance, transfer, assignment, and vesting shall be effective as of the Effective Date. In consideration of this transfer, Buyer shall pay to Seller, in immediately available funds, the amount of \$10,000.00.

2. Transfer of the Mark includes all right, title and interest in the federal trademark registrations before the United States Patent and Trademark Office, Registration Number 2844035 for VISCOPEDIC, and Registration Number 2974405 for VISCO.

3. Transfer of the Marks includes any and all litigious rights related to or arising out of the Marks, 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 effective date hereof.

4. Seller hereby agrees to indemnify and hold harmless Buyer (and its members and licensees) from any and all liability and damages which arise due to Seller' use of the Marks prior to the execution of this Agreement. Seller represents and warrants that to its knowledge no third party has asserted any claim for infringement against Seller based on Seller' use of the Marks.

5. 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 Agreement.

6. Buyer 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, which arose or accrued prior to the execution of this Agreement. Seller shall not be responsible for, and Buyer shall be responsible for, any and all obligations and liabilities of any nature whatsoever, relating to the Mark which arose or accrued subsequent to the execution of this Agreement.

7. This Agreement 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.

8. This Agreement 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.

9. Each party represents and warrants to the other party as follows: (i) it is an entity duly organized, validly existing and in good standing under the laws of its state of formation; (ii) it has all requisite corporate power and authority to execute and deliver this Agreement and perform all of its obligations hereunder; (iii) it has taken all corporate action necessary for the authorization of this Agreement and the performance of all of its obligations hereunder; and (iv) this Agreement, when executed and delivered by the parties hereto, will be its valid and binding obligation enforceable against it in accordance with the terms hereof, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, and (b) general principles of equity.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date set forth above.

**WORLD SLEEP PRODUCTS, INC.**

By: 

Chuck Warshaver, President

**ENGLANDER SLEEP PRODUCTS, L.L.C.**

By: 

Brian Akchin, Secretary