

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Off-Track Bedding, Ltd.		11/26/2007	CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	SINT, LLC		
Street Address:	175 Central Avenue South		
City:	Bethpage		
State/Country:	NEW YORK		
Postal Code:	11714		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73261616	OFF-TRACK BEDDING	
CORRESPONDENCE DATA			
Fax Number:	(212)603-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2126032000		
Email:	pto2@thelen.com		
Correspondent Name:	Thelen Reid Brown Raysman & Steiner LLP		
Address Line 1:	875 Third Avenue		
Address Line 2:	10th Floor		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Kelley A. Lynch		
Signature:	/kelley a. lynch/		
Date:	12/06/2007		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Assignment Agreement is by and between Off-Track Bedding. Ltd., f/k/a Off-Track Bedding Franchise and Off-Track Bedding Franchising, a corporation of Rhode Island, with a place of business formerly at 1184 North Main Street, Providence, Rhode Island 02904 ("Assignor"), and SINT, LLC, a limited liability company of Delaware, with a place of business at 175 Central Avenue South, Bethpage, New York 11714 ("Assignee").

WHEREAS, Assignor is the owner of certain trademarks and service marks identified in Exhibit "A" (the "Trademarks");

WHEREAS, Assignor has agreed to sell, assign and transfer the Trademarks to Sleepy's, LLC, pursuant to a letter agreement dated October 31, 2007, and an order of the United States Bankruptcy Court for the District of Rhode Island dated 11/16/07 has approved the sale, assignment and transfer of the Trademarks from Assignor to Sleepy's, LLC ("Sleepy's");

WHEREAS, Assignee is an affiliate of Sleepy's and desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the foregoing, Assignor does hereby irrevocably sell, assign, grant and transfer to Assignee, its entire worldwide right, title and interest in and to the Trademarks, including all common law rights, and any domestic and international trademark registrations and applications, along with the goodwill of the business symbolized by the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, as assignee of its entire right, title and interest therein, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

Upon Assignee's request, Assignor will promptly take such actions (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing) as may be necessary to vest in and secure unto Assignee the full right, title and interest in and to the Trademarks and to protect and enforce the Trademarks.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademarks, to record this Assignment, and to issue or transfer all said trademark registrations to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

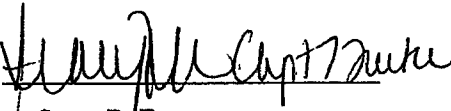
Assignor represents and warrants that Assignor has the full right to convey the entire right, title and interest herein assigned, that there are no rights, title or interests outstanding inconsistent with the rights, title and interests assigned herein, and the Assignor will not execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.

NY #1216324 v1

IN WITNESS WHEREOF, this Assignment has been executed by the parties on the day and year written below.

ASSIGNOR:

Off-Track Bedding, Ltd.

By: 

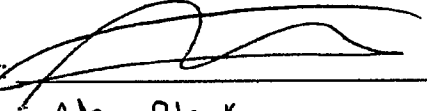
Name: Stacy B. Ferrara

Title: Chapter 7 Trustee for
*In re: Off-Track Bedding, Ltd. and
Sleep Concepts-Mashpee, LLC*

Date: 11/26/07

ASSIGNEE:

SINT, LLC

By: 

Name: Adam Blank

Title: Executive vice president & General Counsel

Date: 11/26/07

EXHIBIT A

Registered Trademarks:

Mark	Country/State	App. No.	Filing Date	Reg. No.	Reg. Date
OFF-TRACK BEDDING	United States of America	73/261616	May 12, 1980	1,243,238	June 21, 1983
SLEEP CONCEPTS	Rhode Island	RI00640		610002	October 17, 2006
SLEEP CONCEPTS	Massachusetts	MA026486		67636	October 18, 2006