

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
Simplicity Inc.		04/03/2008	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	SFCA, Inc.		
Street Address:	501 S. 9th Street		
City:	Reading		
State/Country:	PENNSYLVANIA		
Postal Code:	19602		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78461196	SIMPLICITY SLEEP SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(703)744-8001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	lkolo@pattonboggs.com		
Correspondent Name:	Lacy Kolo, Patton Boggs LLP		
Address Line 1:	8484 Westpark Drive		
Address Line 2:	9th Floor		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	021163.01359		
NAME OF SUBMITTER:	Lacy Kolo		
Signature:	/Lacy Kolo/		
Date:	04/04/2008		

OP \$40.00 78461196

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, SIMPLICITY, a Pennsylvania corporation ("Assignor"), is the owner of the trademarks listed in Exhibit A ("Marks"), and has adopted and used, and/or authorized the use of said Marks, and owns and enjoys all goodwill symbolized by said Marks; and

WHEREAS, SFCA, a Delaware corporation ("Assignee"), is desirous of acquiring said Marks and the goodwill associated with and symbolized by said Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Assignor hereby sells, assigns, transfers and sets over, to Assignee, all right, title and interest in and to said Marks, along with the goodwill of the business symbolized by said Marks, in the United States and in all other countries throughout the world, including the right to maintain any claim or action for infringement or other violation of rights, to maintain or obtain the registration thereof, and to take any other action with respect to said Marks.
2. Assignor hereby warrants and represents that it has sole title and interest in and to the Marks, that it has not sold its interest in or to any of the Marks, and that it is fully authorized and empowered to enter into this Agreement and effectuate the transfer of the Marks.
3. Assignor hereby agrees that it, and any successor or assign, will execute and deliver any further assignments and/or documentation as reasonably requested and do all acts reasonably necessary or desirable, without additional consideration, to effectuate this Assignment and to obtain or maintain the Marks and trademark registrations therefore.
4. Assignor hereby appoints and authorizes Patton Boggs LLP to add, update, or otherwise amend the information contained on Exhibit A, including authorization to insert the Marks registration numbers, and amend or update the Marks information.

SIMPLICITY INC.

SFCA, INC.

By: _____

By: *Lawrence Berg*

Name: _____

Name: *Lawrence Berg*

Title: _____

Title: *Secretary*

Executed April 4, 2008

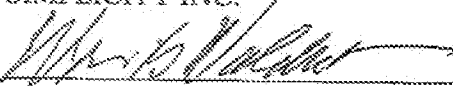
TRADEMARK ASSIGNMENT

WHEREAS, SIMPLICITY, a Pennsylvania corporation ("Assignor"), is the owner of the trademarks listed in Exhibit A ("Marks"), and has adopted and used, and/or authorized the use of said Marks, and owns and enjoys all goodwill symbolized by said Marks; and

WHEREAS, SFCA, a Delaware corporation ("Assignee"), is desirous of acquiring said Marks and the goodwill associated with and symbolized by said Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Assignor hereby sells, assigns, transfers and sets over, to Assignee, all right, title and interest in and to said Marks, along with the goodwill of the business symbolized by said Marks, in the United States and in all other countries throughout the world, including the right to maintain any claim or action for infringement or other violation of rights, to maintain or obtain the registration thereof, and to take any other action with respect to said Marks.
2. Assignor hereby warrants and represents that it has sole title and interest in and to the Marks, that it has not sold its interest in or to any of the Marks, and that it is fully authorized and empowered to enter into this Agreement and effectuate the transfer of the Marks.
3. Assignor hereby agrees that it, and any successor or assign, will execute and deliver any further assignments and/or documentation as reasonably requested and do all acts reasonably necessary or desirable, without additional consideration, to effectuate this Assignment and to obtain or maintain the Marks and trademark registrations therefore.
4. Assignor hereby appoints and authorizes Patton Boggs LLP to add, update, or otherwise amend the information contained on Exhibit A, including authorization to insert the Marks registration numbers, and amend or update the Marks information.

SIMPLICITY INC.
By: 
Name: WILLIAM B. WALDMAN
Title: CEO

SFCA, INC.
By: _____
Name: _____
Title: _____

Executed: April 3, 2008

EXHIBIT A

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#
NAP AND PLAY					
UNITED STATES	SIM2-TM022	8/3/2004	78/461,183	11/21/2006	3,174,959
UNITED STATES	SIM2-TM022.1	8/22/2006	78/957,784	7/3/2007	3,258,463
ROCK-N-ROLL					
UNITED STATES	SIM2-TM010	7/18/2002	78/145,228	12/13/2005	3,029,995
SECURE-HOLD					
UNITED STATES	SIM2-TM018	1/28/2004	78/358,605	9/12/2006	3,141,125
SI And Design					
UNITED STATES	SIM2-TM021	8/3/2004	78/461,596	11/15/2005	3,015,333
SIMPLICITY					
CANADA	SIM2-TM015CA	7/27/2004	1,224,969		
UNITED STATES	SIM2-TM015	1/28/2004	78/358,592		
SIMPLICITY FOR CHILDREN					
CANADA	SIM2-TM016CA	7/27/2004	1,224,948	11/22/2007	TMA701,421
UNITED STATES	SIM2-TM016	1/30/2004	78/360,334		
SIMPLICITY FOR CHILDREN AND DESIGN					
UNITED STATES	SIM2-TM016.1	8/4/2004	78/461,568		
SIMPLICITY SLEEP SYSTEMS					
UNITED STATES	SIM2-TM019	8/3/2004	78/461,196		
TRAVEL TENDER					
CANADA	SIM2-TM020CA	2/1/2005	1,245,584	7/12/2006	TMA667,414
EUROPEAN UNION	SIM2-TM020EP	2/1/2005	004266029	2/15/2006	004266029
UNITED STATES	SIM2-TM020	8/3/2004	78/461,181	6/20/2006	3,107,883