

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Consolidated Bedding, Inc.		05/07/2009	CORPORATION: DELAWARE
Nature's Rest, Inc.		05/07/2009	CORPORATION: FLORIDA
Nature's Rest Marketing, LLC		05/07/2009	LIMITED LIABILITY COMPANY: DELAWARE
American Bedding Industries, Inc.		05/07/2009	CORPORATION: FLORIDA
The Spring Air Company		05/07/2009	CORPORATION: ILLINOIS
Spring Air Partners - North America, Inc.		05/07/2009	CORPORATION: DELAWARE
Spring Air Partners - New Jersey, Inc.		05/07/2009	CORPORATION: NEW JERSEY
Spring Air Partners - California, Inc.		05/07/2009	CORPORATION: NEW JERSEY
Chattam & Wells, Inc.		05/07/2009	CORPORATION: DELAWARE
Spring Air California - Deluxe Bedding Co., Inc.		05/07/2009	CORPORATION: CALIFORNIA
Ackerman Manufacturing Company		05/07/2009	CORPORATION: MISSOURI
Spring Air Mattress Company of Colorado		05/07/2009	CORPORATION: COLORADO
Spring Air - Mountain West, Inc.		05/07/2009	CORPORATION: UTAH
Spring Air West, LLC		05/07/2009	LIMITED LIABILITY COMPANY: WASHINGTON
Spring Air Mattress Company		05/07/2009	CORPORATION: ARIZONA
Spring Air Bedding Company		05/07/2009	CORPORATION: GEORGIA
Atlas Bedding Manufacturing Corporation		05/07/2009	CORPORATION: MASSACHUSETTS
Alabama Bedding Mfg. Co., Inc.		05/07/2009	CORPORATION: ALABAMA
Associated Trucking Company, Inc.		05/07/2009	CORPORATION: ALABAMA
Spring Air Partners - Texas, Inc.		05/07/2009	CORPORATION: NEW JERSEY
Spring Air IP Holdings, LLC		05/07/2009	LIMITED LIABILITY COMPANY: DELAWARE

OP \$65.00 2269691

TRADEMARK

900134182

REEL: 003988 FRAME: 0547

RECEIVING PARTY DATA

Name:	E&E Bedding Company, Inc.
Street Address:	124 Second Street
City:	Chelsea
State/Country:	MASSACHUSETTS
Postal Code:	02150
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2269691	NATURE'S REST
Registration Number:	3377840	A AVIARO

CORRESPONDENCE DATA

Fax Number: (617)557-2939
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-557-3030
 Email: kkramer@bermac-law.com
 Correspondent Name: Kimberly A. Kramer, Esq.
 Address Line 1: 44 School Street
 Address Line 2: Berluti & McLaughlin
 Address Line 4: Boston, MASSACHUSETTS 02108

NAME OF SUBMITTER:	Caroline McKay
Signature:	/Caroline McKay/
Date:	05/15/2009

Total Attachments: 7
 source=IP Assign by CBI, etc to E&E Bedding#page1.tif
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ASSIGNMENT OF INTELLECTUAL PROPERTY

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consolidated Bedding, Inc., a Delaware corporation ("**CBI**"), and each of the other entities that are signatories to this instrument (collectively with CBI, "**Assignors**"), do hereby grant, bargain, sell, transfer, assign, convey, set over and deliver unto E&E Bedding Company, Inc., a Massachusetts corporation ("**Assignee**"), Assignors' respective right, title, benefit, privilege and interest in and to the Transferred Intellectual Property, listed on **Exhibit A** attached hereto, and any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, trademarks, patents of any type, inventors certificates, as well as divisional, reissues, continuations in whole or in part, renewals, extensions of any of the foregoing and any patents or registrations that may issue from any of the foregoing. Capitalized terms used but not defined herein have the meaning ascribed to them in that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignors and Assignee (the "**Agreement**").

Assignee and its successors and assigns are hereby constituted and appointed as Assignors' true and lawful attorneys with full power of substitution, in Assignors' name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the Transferred Intellectual Property and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or the recordation of ownership to, any of the Transferred Intellectual Property, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Transferred Intellectual Property which Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by any Assignor or by dissolution of any Assignor or in any manner or for any reason whatsoever.

This Assignment is made without representation or warranty, express or implied, by Assignors and is subject to the terms and conditions of the Agreement and such terms and conditions are incorporated herein by this reference. To the extent of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

This Agreement may be executed in multiple counterparts (including facsimile and other electronically transmitted counterparts), each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Intellectual Property to be duly executed and delivered on May 7, 2009.

"ASSIGNORS"

CONSOLIDATED BEDDING, INC.

By: Katherine S Semms
Name: Katherine S Semms
Title: VP of Human Resources

NATURE'S REST, INC.

By: Katherine S Semms
Name: Katherine S Semms
Title: VP of Human Resources

NATURE'S REST MARKETING, L.L.C.

By: Katherine S Semms
Name: Katherine S Semms
Title: VP of Human Resources

AMERICAN BEDDING INDUSTRIES, INC.

By: Katherine S Semms
Name: Katherine S Semms
Title: VP of Human Resources

THE SPRING AIR COMPANY

By: Katherine S Semms
Name: Katherine S Semms
Title: VP of Human Resources

SPRING AIR PARTNERS - NORTH
AMERICA, INC.

By: Katherine Adams
Name: Katherine S Sem S
Title: VP of Human Resources

SPRING AIR PARTNERS - NEW JERSEY,
INC.

By: Katherine Adams
Name: Katherine S Sem S
Title: VP of Human Resources

SPRING AIR PARTNERS - CALIFORNIA,
INC.

By: Katherine Adams
Name: Katherine S Sem S
Title: VP of Human Resources

CHATTAM & WELLS, INC.

By: Katherine Adams
Name: Katherine S Sem S
Title: VP of Human Resources

SPRING AIR CALIFORNIA-DELUXE
BEDDING CO., INC.

By: Katherine Adams
Name: Katherine S Sem S
Title: VP of Human Resources

ACKERMAN MANUFACTURING
COMPANY

By: Katherine Adams
Name: Katherine S Sem S
Title: VP of Human Resources

SPRING AIR MATTRESS COMPANY OF
COLORADO

By: Katherine Adams
Name: Katherine S Sems
Title: VP of Human Resources

SPRING AIR - MOUNTAIN WEST, INC.

By: Katherine Adams
Name: Katherine S Sems
Title: VP of Human Resources

SPRING AIR WEST, L.L.C.

By: Katherine Adams
Name: Katherine S Sems
Title: VP of Human Resources

SPRING AIR MATTRESS COMPANY

By: Katherine Adams
Name: Katherine S Sems
Title: VP of Human Resources

SPRING AIR BEDDING COMPANY

By: Katherine Adams
Name: Katherine S Sems
Title: VP of Human Resources

ATLAS BEDDING MANUFACTURING
CORPORATION

By: Katherine Adams
Name: Katherine S Sems
Title: VP of Human Resources

ALABAMA BEDDING MFG., CO., INC.

By: Katherine Adams
Name: Katherine S Sems
Title: VP of Human Resources

ASSOCIATED TRUCKING COMPANY, INC.

By: Katherine Adams
Name: Katherine S Sems
Title: VP of Human Resources

SPRING AIR PARTNERS - TEXAS, INC.

By: Katherine Adams
Name: Katherine S Sems
Title: VP of Human Resources

SPRING AIR IP HOLDING, LLC

By: Katherine Adams
Name: Katherine S Sems
Title: VP of Human Resources

"ASSIGNEE"

E&E BEDDING COMPANY, INC.

By: _____
Name:
Title:

ALABAMA BEDDING MFG., CO., INC.

By: _____
Name:
Title:

ASSOCIATED TRUCKING COMPANY, INC.

By: _____
Name:
Title:

SPRING AIR PARTNERS – TEXAS, INC.

By: _____
Name:
Title:

SPRING AIR IP HOLDING, LLC

By: _____
Name:
Title:

“ASSIGNEE”

E&E BEDDING COMPANY, INC.



By: 
Name:
Title: 

EXHIBIT A
TRADEMARKS

Ser. No	Reg. No.	Mark	Owner
75354051	2269691	NATURE'S REST	NATURE'S REST INC.
77194310	3377840	AVIARO & Design	SPRING AIR MATTRESS COMPANY

DOMAIN NAMES

NATURESREST.COM
AVIARO.NET
AVIARO.ORG
AVIARO.WS
AVIARO.US
AVIARO.INFO
AVIARO.BIZ
AVIAROSLEEP.COM