

**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
Classic Sleep Products, Inc.		02/24/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Classic Brands, LLC
Street Address:	8210 Wellmoor Court
City:	Jessup
State/Country:	MARYLAND
Postal Code:	20794
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3007738	POSTURE-TEMP
Registration Number:	2891848	DORMIA
Registration Number:	3220504	NATURAL EXPRESSIONS
Registration Number:	1296339	CLASSIC
Registration Number:	3738297	QUIETSLEEP
Registration Number:	3656017	COOL GEL
Registration Number:	3656013	COOL SLEEP
Registration Number:	3656012	COOL TOP

**CORRESPONDENCE DATA**

Fax Number: (215)564-8120  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 215-564-8000  
 Email: svictor@stradley.com  
 Correspondent Name: Sheila Victor for Caroline Harkins  
 Address Line 1: Stradley Ronon Stevens & Young, LLP

CH \$215.00 3007738

Address Line 2: 2600 One Commerce Square  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7098

ATTORNEY DOCKET NUMBER:	158430-1038
NAME OF SUBMITTER:	Sheila Victor
Signature:	/Sheila Victor/
Date:	03/04/2010

Total Attachments: 3  
source=158430-1038-Assignment-effective-Feb-24-2010#page1.tif  
source=158430-1038-Assignment-effective-Feb-24-2010#page2.tif  
source=158430-1038-Assignment-effective-Feb-24-2010#page3.tif

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made as of February 24, 2010 (the "Effective Date") by and between Classic Sleep Products, Inc., a Delaware corporation ("**Assignor**") and Classic Brands, LLC, a Delaware limited liability company ("**Buyer**").

WHEREAS, Assignor owns all rights, title and interest to certain granted Trademark registrations (hereinafter the "**Trademarks**") identified in Schedule A attached hereto; and

WHEREAS, Assignee wishes to acquire the worldwide right, title and interest in and to the Trademarks;

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement, dated as of January 21, 2010 (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignee has agreed to acquire from Assignor the Trademarks and all goodwill therein, as part of the Acquired Assets (as defined in the Asset Purchase Agreement). All capitalized terms used herein without definition are defined in the Asset Purchase Agreement.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignee and Assignor hereby agrees and covenant as follows:

1. Assignor sells, assigns, conveys and transfers to Assignee, and Assignee accepts as of the Effective Date, all right, title and interest in and to the Trademarks, together with the goodwill of Assignor's business symbolized by the Trademarks, including the right to apply for and receive registrations of the Trademarks throughout the United States and in all other countries of the world, the right to sue and recover damages for past, present and future infringements; and

2. Assignor represents and warrants that it has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the Trademarks; that, to the best of its knowledge, no third party owns, or is entitled to, any right or interest in the Trademarks that would preclude, conflict with or encumber this Assignment; and that it hereby consents to this Assignment.

3. Assignor agrees, at the request of Assignee and at Assignee's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in Assignee, its assigns, successors and legal representatives, all right, title and interest in and to the Trademarks hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

4. This Assignment and the covenants herein are made for the benefit of the Assignee and its successors and assigns and may be transferred without the consent of Assignor. This Assignment is governed by and construed in accordance with the laws of the State of Maryland, without regard to any conflict-of-laws provisions thereof. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank ]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment of Trademarks as an instrument under seal as of February 24/2010.

ASSIGNOR:

CLASSIC SLEEP PRODUCTS, INC.

By: [Signature]  
Name: Michael Zippelli  
Title: President

STATE OF Maryland )  
COUNTY OF Montgomery )

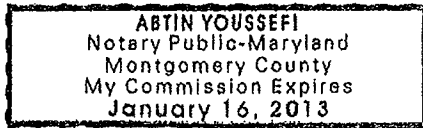
) ss:  
)

On this 24 day of February 2010, before me personally came Michael Zippelli, to me known, who being duly sworn, did depose and say, that he is the President and Chief Executive Officer of Classic Sleep Products, Inc., and that he signed his name thereto on behalf of such corporation and acknowledged the same to be his own free act and deed.

[Signature]  
NOTARY PUBLIC

[Signature]  
Notary Public

SEAL



My Commission Expires: 1/16/13

ASSIGNEE:

CLASSIC BRANDS, LLC

By: [Signature]  
Name: Michael Zippelli  
Title: President and Chief Executive Officer

**SCHEDULE A**

**LIST OF TRADEMARKS**

<u>Serial No.</u>	<u>Registration No.</u>	<u>Mark</u>
78140651	3007738	POSTURE-TEMP
78135034	2891848	DORMIA
78367817	3220504	NATURAL EXPRESSIONS
73451914	1296339	CLASSIC (for waterbeds and components thereof)
78947633	3738297	QUIETSLEEP
78947612	3656017	COOL GEL
78945209	3656013	COOL SLEEP
78945080	3656012	COOL TOP