

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
Spring Air International LLC		05/26/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Spring Air IP Holdings, LLC		
Street Address:	1111 Nicholas Blvd.		
City:	EIK Grove Village		
State/Country:	ILLINOIS		
Postal Code:	60007		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2279289	CHATTAM & WELLS	
Registration Number:	1710064	ADJUSTASLEEP	
Registration Number:	2182334	CHATTAM & WELLS	
Registration Number:	3043854	CUSTOM CUSHION	
Registration Number:	3000518	DUAL PEDIC	
Registration Number:	2412915	FLEUR DE LIS	
Registration Number:	1710063	ORTHOMATIC	
Registration Number:	2835396	SENSOR TECH	
Registration Number:	0693844	SPINE-SAVER	
Registration Number:	3070697	SPACE AGE MEMORY FOAM TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	(617)557-2939		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

OP \$265.00 2279289

Phone: 6175573030
Email: kkramer@bermac-law.com
Correspondent Name: Kimberly Kramer
Address Line 1: 44 School Street
Address Line 2: 9th Floor
Address Line 4: Boston, MASSACHUSETTS 02108

NAME OF SUBMITTER:	Kimberly Kramer
Signature:	/kimberly kramer/
Date:	03/16/2010

Total Attachments: 13

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ASSIGNMENT OF INTEREST

Pursuant to Section 9-610 of the Maryland Uniform Commercial Code (the "UCC"), and that certain Foreclosure Agreement, dated of even date herewith among American Capital Financial Services, Inc., a Delaware corporation ("Assignor"), Spring Air International LLC, a Delaware limited liability company ("Buyer"), and the other parties identified on the signature pages thereof (the "Foreclosure Agreement"), Assignor hereby sells, assigns, transfers, and conveys to Buyer, its successors and assigns, all of the right, title, benefit, privileges and interest in, to and under the units of membership in Spring Air IP Holding, LLC, a Delaware limited liability company (collectively, the "Units"), owned by Consolidated Bedding, Inc. a Delaware corporation ("Parent"), upon which time Assignor's security interests in the Units will automatically terminate, as provided under Section 9-617(a) of the UCC.

It is the express intent of Assignor that the transfer of the Units contemplated hereby be consummated as a private sale pursuant to Section 9-610 *et seq.* of the UCC.

Dated: May 26, 2009

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Interest as of the date first above written.

ASSIGNOR:

AMERICAN CAPITAL FINANCIAL SERVICES, INC., as Agent

By: 
Name: Bowen Diehl
Title: Senior Vice President

[SIGNATURE PAGE TO ASSIGNMENT OF INTEREST]

TRADEMARK
REEL: 004168 FRAME: 0152

GENERAL ASSIGNMENT AND BILL OF SALE

American Capital Financial Services, Inc., as agent (in such capacity, "Agent") for the Purchasers ("Purchasers") under that certain Amended and Restated Revolving Loan, Note and Equity Purchase Agreement dated January 31, 2008 (as amended from time to time, "Note Agreement") by and among Consolidated Bedding, Inc., a Delaware corporation, Nature's Rest, Inc., a Florida corporation, Nature's Rest Marketing, L.L.C., a Delaware limited liability company, American Bedding Industries, Inc., a Florida corporation, The Spring Air Company, an Illinois corporation, Spring Air Partners – North America, Inc., a Delaware corporation, Spring Air Partners – New Jersey, Inc., a New Jersey corporation, Spring Air Partners – California, Inc., a New Jersey corporation, Chattam & Wells, Inc., a Delaware corporation, Spring Air California-Deluxe Bedding Co., Inc., a California corporation, Ackerman Manufacturing Company, a Missouri corporation, Spring Air Mattress Company of Colorado, a Colorado corporation, Spring Air – Mountain West, Inc., a Utah corporation, Spring Air West, L.L.C., a Washington limited liability company, Spring Air Mattress Company, an Arizona corporation, Spring Air Bedding Company, a Georgia corporation, Atlas Bedding Manufacturing Corporation, a Massachusetts corporation, Associated Trucking Company, Inc., an Alabama corporation, Alabama Bedding Mfg. Co., Inc., an Alabama corporation, and Spring Air Partners – Texas, Inc., a New Jersey corporation (individually "Debtor" and collectively the "Debtors") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does, on this 26th day of May, 2009, hereby sell, convey, assign, transfer and deliver to Spring Air International LLC, a Delaware limited liability company ("Buyer"), pursuant to Section 9-610 of the Uniform Commercial Code, as enacted in the Maryland, all the right, title and interest of each Debtor in and to the Subject Assets on the terms and conditions set forth herein.

PRELIMINARY STATEMENTS

A. Agent, Debtors, Buyer and certain of Buyer's affiliates have entered into that certain Foreclosure Agreement dated of even date herewith among Debtors, Required Purchasers, Agent, Buyer and such affiliates of Buyer (as amended from time to time, the "Foreclosure Agreement").

B. Agent and Buyer now desire to carry out the intent and purpose of the Foreclosure Agreement by Agent's execution and delivery of this General Assignment and Bill of Sale ("Bill of Sale") evidencing the sale, assignment, transfer and conveyance to Buyer of all of each Debtor's right, title and interest in and to the Subject Assets.

C. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Foreclosure Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Agent hereby irrevocably sells, assigns, transfers, conveys and delivers to Buyer, its successors and assigns all of each Debtors's right, title and interest in, to and under the Subject Assets, including, without limitation, all of each Debtor's right, title and interest in, to and under the intellectual property described in Schedule A.

2. **DISCLAIMER.** THE SUBJECT ASSETS ARE SOLD OR ASSIGNED, AS APPLICABLE, TO BUYER IN AN "AS IS WHERE IS CONDITION". BUYER ACKNOWLEDGES AND AGREES THAT (A) NONE OF AGENT OR PURCHASERS HAVE MADE, NONE OF AGENT OR PURCHASERS MAKE, AND EACH SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE SUBJECT ASSETS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN CONNECTION WITH THE DISPOSITION CONTEMPLATED HEREUNDER; (B) AGENT IS SELLING TO THE BUYER ALL ACCOUNTS RECEIVABLE WITHOUT RECOURSE TO AGENT OR ANY PURCHASER WITH RESPECT TO THE CREDITWORTHINESS OF ANY OBLIGOR WITH RESPECT TO SUCH ACCOUNTS RECEIVABLE; (C) NONE OF AGENT OR ANY PURCHASER MAKES ANY REPRESENTATION AS TO THE VALUE, IF ANY, OF THE SUBJECT ASSETS BEING TRANSFERRED HEREBY; (D) NONE OF AGENT OR ANY PURCHASER MAKES ANY REPRESENTATION OR WARRANTY CONCERNING THE POSSIBLE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR TRADENAME ARISING OUT OF THE USE BY BUYER OF ANY OF THE SUBJECT ASSETS; AND (E) NONE OF AGENT OR ANY PURCHASER MAKES ANY REPRESENTATION OR WARRANTY THAT ALL OR A PORTION OF THE SUBJECT ASSETS ARE MERCHANTABLE (IN THE SENSE OF AN IMPLIED WARRANTY OF MERCHANTABILITY UNDER THE UCC) OR FIT FOR A PARTICULAR PURPOSE. ADDITIONALLY, BUYER ACKNOWLEDGES AND AGREES THAT NO PERSON ACTING ON BEHALF OF AGENT OR PURCHASERS IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF OF BUYER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE SUBJECT ASSETS OR THE TRANSACTIONS CONTEMPLATED IN THE FORECLOSURE AGREEMENT AND THIS GENERAL ASSIGNMENT AND BILL OF SALE AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF ANY SUCH PERSONS SHALL BE VALID OR BINDING. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION PAYABLE OR ISSUABLE PURSUANT TO SECTION 4.1 OF THE FORECLOSURE AGREEMENT HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE SUBJECT ASSETS ARE BEING SOLD OR ASSIGNED, AS APPLICABLE, BY AGENT AND PURCHASED OR ASSUMED, AS APPLICABLE BY BUYER SUBJECT TO THE FOREGOING. BUYER FURTHER ACKNOWLEDGES THAT DEBTORS ARE CONTEMPLATING FILING FOR PROTECTION UNDER THE BANKRUPTCY REFORM ACT OF 1978 AFTER THE CLOSING.

3. No Modification of Agreement. Agent, by its execution of this Bill of Sale, and Buyer by its acceptance of this Bill of Sale, each hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of either party under the Foreclosure Agreement shall be deemed to be enlarged, modified or altered in any way by this Bill of Sale.

4. Conflict. In the event that any provision of this Bill of Sale be construed to conflict with a provision in the Foreclosure Agreement, the provision in the Foreclosure Agreement shall be deemed to be controlling.

5. No Third Party Beneficiaries. No person or entity other than the parties hereto and the Debtors, and their respective successors and assigns, shall have any rights under this Bill of Sale or the provisions contained herein.

6. Successors and Assigns. This Bill of Sale and the agreements, undertakings and representations herein contained shall inure to the benefit of and bind the parties and their respective successors and assigns; provided, that this provision shall not be construed to permit any assignment prohibited by the Foreclosure Agreement.

7. Governing Law. THIS BILL OF SALE, AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND, WITHOUT GIVING EFFECT TO THE CHOICE OF LAWS PROVISIONS THEREOF.


8. Counterparts; Facsimile Signatures. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Either party hereto may execute and deliver this Bill of Sale by an executed signature page transmitted by a facsimile machine or other electronic means. If a party transmits its signature by a facsimile machine or other electronic means, such party shall promptly thereafter deliver an originally executed signature page to the other party; provided that any failure to deliver such an originally executed signature page shall not affect the validity, legality or enforceability of this Bill of Sale.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

“Agent”

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.

By:  _____
Name: Bowen Diehl
Title: Senior Vice President

“Buyer”

SPRING AIR INTERNATIONAL LLC

By: _____
Name:
Title:

[SIGNATURE PAGE TO GENERAL ASSIGNMENT AND BILL OF SALE]

TRADEMARK
REEL: 004168 FRAME: 0156

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

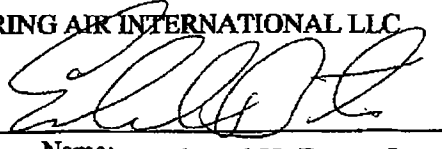
"Agent"

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.

By: _____
Name:
Title:

"Buyer"

SPRING AIR INTERNATIONAL LLC

By: 
Name: Edward H. Bates, Jr.
Title: Chief Executive Officer

[SIGNATURE PAGE TO GENERAL ASSIGNMENT AND BILL OF SALE]

TRADEMARK
REEL: 004168 FRAME: 0157

SCHEDULE A

Intellectual Property

Patents:

United States Patents:

Pub. No.	Pat. No.	Ser. No.	Title	Issue Date	Owner
---	6212720	09520981	Mattress tub	4-10-2001	American Bedding Industries, Inc.
---	6223371	09292604	Mattress and method of manufacture	5-1-2001	American Bedding Industries, Inc.
---	6290800	09452461	Machine for and a method of manufacturing a laminate particularly adapted for bedding, padding, and upholstering	9-18-2001	American Bedding Industries, Inc.
US2001004899 7	6447874	09918506	Machine for and a method of manufacturing a laminate for bedding, padding, upholstering and like applications	9-10-2002	American Bedding Industries, Inc.
---	6701551	10253877	Upholstered slat box spring/bed	3-9-2004	American Bedding Industries, Inc.
---	6782575	10655016	Mattress core and mattress providing pressure relief and minimizing body pressure	8-31-2004	American Bedding Industries, Inc.
20040237204	---	10446729	Mattress having a spring unit with a single upper peripheral border rod locked within a chamber of a synthetic foam plastic material housing	05-29-2003	American Bedding Industries, Inc.
20070017033	---	11528604	Mattress having a zoned spring unit with firmness indicating zones formed by a multiple colored top panel	09-28-2006	American Bedding Industries, Inc.

---	5878455	09009793	Corner guard for mattress	3-9-1999	Chattam & Wells, Inc.
---	6223370	09442923*	Anti-roll off mattress construction	5-1-2001	Chattam & Wells, Inc.
---	6249924	08801830*	Anti-roll off mattress	6-26-2001	Chattam & Wells,

			construction		Inc.
--	--	--	--------------	--	------

Pub. No.	Pat. No.	Ser. No.	Title	Issue Date	Owner of Record
20020148043	658803 5	0983570 6	Mattress support system	7-8-2003	The Spring Air Company
---	604145 9	0894384 6	Convolutd foam cushion	3-28-2000	The Spring Air Company
---	597460 9	0910624 0	Quilt top mattress with convoluted foam cushion	11-2-1999	The Spring Air Company
---	546959 0	0820631 3*	Mattress with compressible support	11-28-1995	The Spring Air Company
---	480937 5	0685513 8*	Mattress with removable mattress cover	3-7-1989	The Spring Air Company
---	D38334 9	2905696 6	<i>Cushion pad</i>	9-9-1997	The Spring Air Company
20070044245		1121823 0	Mattress with triple zone topper	09-01-2005	The Spring Air Company
20040163180*		1037390 8	Compressible encasement tray for bedding and method for selectively modifying bedding product with such a tray	02-25-2003	The Spring Air Company
20030019043*		0991500 4	Encased innerspring mattress and method of making same	07-25-2001	The Spring Air Company

* - Abandoned

Trademarks and Service Marks:**United States Trademarks:**

Ser. No.	Reg. No.	Mark	Owner
75324048	2182334	CHATTAM & WELLS	Chattam & Wells
75526387	2279289	CHATTAM & WELLS & Design	Chattam & Wells
75350115	2217121	CHATTAM EDGE	Chattam & Wells
75551009	2412915	FLEUR DE LIS	Chattam & Wells
75342877	2195622	PORTRAIT FRAME	Chattam & Wells
76265829	2612317	ROYAL EUROPEAN MATTRESS	Chattam & Wells
78146949	2835396	SENSOR TECH	Chattam & Wells
75330878	2185864	TIMELESS QUALITY - CRAFTED BY HAND	Chattam & Wells
78707351	3269888 http://tess2.uspto.gov/bin/showfield?f=doc&state=iii0jh.4.1	CHATTAM & WELLS LUXE	Chattam & Wells
75439672	2322321	CHIRO RELIEF	Consolidated Bedding, Inc.
75439673	2327252	ORTHO RELIEF	Consolidated Bedding, Inc.
76373218	2695218	CITY REST	American Bedding Industries, Inc.
76373215	2695217	CITY SLEEP	American Bedding Industries, Inc.
76145426	2630208	ERGOTEX	American Bedding Industries, Inc.
75354050	2259938	EURO SLEEP	American Bedding Industries, Inc.
75924017	2529121	NATURE'S BED	American Bedding Industries, Inc.

76140897	2660369	NATURE'S PILLOW	American Bedding Industries, Inc.
76140624	2660368	NATURE'S QUILT	American Bedding Industries, Inc.
76310830	2698601	PERFECT BALANCE	American Bedding Industries, Inc.
76461014	2850248	POWER SPRING	American Bedding Industries, Inc.
76529183	2957654	SLEEP SENSE	American Bedding Industries, Inc.
75439678	2324894	POSTURE RELIEF	American Bedding Industries, Inc.
74124226	1710063	ORTHOMATIC	American Bedding Industries, Inc.
74124227	1710064	ADJUSTASLEEP	American Bedding Industries, Inc.
75424956	2304738	NATURE'S BEST	Nature's Rest, Inc.
76464947	2971615	NATURE'S REST P.M.	Nature's Rest, Inc.
76593879	3489121 http://tess2.uspto.gov/bin/showfield?f=doc &state=iii0jh.9.6	NATURE'S SECRET	Nature's Rest, Inc.
76535699	2944620	NATURE'SFORM	Nature's Rest, Inc.
76617917	2964871	NATUREZONE	Nature's Rest, Inc.
76406571	2792540	SLEEPINERGY	Nature's Rest, Inc.
76606445	3124087	TELATEX	Nature's Rest, Inc.
76618768	3091984	URBAN LOFT	Nature's Rest, Inc.
74134838	1748523	COMFORT ENHANCER	Spring Air Partners - New Jersey, Inc
76610266	3043854	CUSTOM CUSHION	Spring Air Partners - New Jersey, Inc

76610267	3000518	DUAL PEDIC	Spring Air Partners - New Jersey, Inc
73809897	1610590	ORTHO FITNESS	Spring Air Partners - New Jersey, Inc
74110350	1695612	POSTURE CORRECTOR	Spring Air Partners - New Jersey, Inc
74134837	1666766	SPINAL ADJUSTER	Spring Air Partners - New Jersey, Inc
74134839	1675119	STRESS RELIEVER	Spring Air Partners - New Jersey, Inc
72237571	0820743	ULTRA-PEDIC	Spring Air Partners - New Jersey, Inc
72237570	0820742	VITA-REST	Spring Air Partners - New Jersey, Inc
72050808	0693844	SPINE-SAVER	Spring Air Partners - New Jersey, Inc
76195150	2657064	MAISON ROYALE	Spring Air Partners California, Inc.
76572104*	--	CLASSICLOFT	Nature's Rest, Inc.
76424153*	--	DOWNLOFT	Nature's Rest, Inc.
76572105*	--	NATURAL LOFT	Nature's Rest, Inc.
76492138*	--	NATUREFORM	Nature's Rest, Inc.
76464942*	--	PRESSURE MANAGEMENT FOR THE BODY AT REST	Nature's Rest, Inc.
76572106*	--	SUPERLOFT	Nature's Rest, Inc.
77135665*	--- http://tess2.uspto.gov/bin/showfield?f=doc&state=iii0jh.4.2	ENERGEL	Consolidated Bedding, Inc.
74687687*	2009717	AMERICAN BEDDING	American Bedding

			Industries, Inc.
76053902*	--	ULTIMATE CONFORMANCE COLLECTION	The Spring Air Company
72203663**	0826859	PERM-A-QUILT	Spring Air Partners - New Jersey, Inc
72191776**	0785203	SELECT-A-PEDIC	Spring Air Partners - New Jersey, Inc.

*-Abandoned.

** -Expired.

Ser. No.	Reg. No.	Mark	Owner of Record
78283226	28652 56	MEMORYPEDIC	Spring Air- Mountain West, Inc.
78569424	30706 97	SPACE AGE MEMORY FOAM TECHNOLOGY	Spring Air- Mountain West, Inc.
78593054	30708 65	ULTIMATE BEARIOR	Spring Air- Mountain West, Inc.
76481029	29955 43	NATURAL SECRETS	Spring Air- Mountain West, Inc.
75201277***	21665 36	BACK CHOICE	Spring Air West, L.L.C.
78404163	30611 33	I.S.S.	Spring Air West, L.L.C.
78404133*	--	INTEGRATED SUPPORT SYSTEM	Spring Air West, L.L.C.
72221989	08059 58	LOGGARD	Spring Air West, L.L.C.
73108506	10750 40	PACIFIC	Spring Air West, L.L.C.
75494807	22688 55	PACIFIC MATTRESS & Design	Spring Air West, L.L.C.
75477981	22687 54	PACIFIC MATTRESS COMPANY	Spring Air West, L.L.C.
78542714	32854 97	PREFERENCE SLEEP PRODUCTS	Spring Air West, L.L.C.

* -Abandoned.

***-Inactive.