

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
Sleepy's, LLC		05/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SINT, LLC		
Street Address:	1000 South Oyster Bay Road		
City:	Hicksville		
State/Country:	NEW YORK		
Postal Code:	11801		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2130630	HONEST ADVICE. LOW PRICE.	
Registration Number:	2172551	BETTER BEDDING	
CORRESPONDENCE DATA			
Fax Number:	(203)782-2889		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203.498.4347		
Email:	fduffin@wiggin.com		
Correspondent Name:	Francis J. Duffin		
Address Line 1:	One Century Tower		
Address Line 2:	P.O. Box 1832		
Address Line 4:	New Haven, CONNECTICUT 06508-1832		
ATTORNEY DOCKET NUMBER:	401544/GEN001		
NAME OF SUBMITTER:	Francis J. Duffin		
Signature:	/fjd/		

CH \$65.00 2130630

TRADEMARK

Date:

05/13/2010

Total Attachments: 5

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "**Assignment and Assumption Agreement**") is made and entered into as of May 10, 2010 (the "**Effective Date**"), by and among Sleepy's, LLC, a Delaware limited liability company ("Assignor"), and SINT, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor acquired certain assets of Better Bedding Shops, Inc. pursuant to that certain Asset Purchase Agreement, dated as of March 24, 2010 (the "**Purchase Agreement**"), and the Intellectual Property Assignment, dated as of this same date, including the domestic and international trademarks, trademark applications and trademark registrations used or held for use in the conduct of the Business (as defined in the Agreement) as set forth on Schedule 1 attached hereto, and have common law rights to the trademarks and trade names set forth on Schedule 2 attached hereto, including any and all derivations and logos used or held for use in connection with those trademarks and trade names, and all goodwill associated therewith (the "**Marks**"), and the domain name betterbedding.com (the "**Domain Name**" and, collectively with the Marks, the "**Intellectual Property**"); and

WHEREAS, Assignor desires to assign all of its rights to the Intellectual Property to Assignee, and Assignee desires to assume the obligations of Assignor with respect to the Intellectual Property, as set forth herein;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Assignment and Assumption.** Effective as of the Effective Date, Assignor hereby assigns, sells, transfers and sets over (collectively, the "**Assignment**") to Assignee all of Assignor's right, title, benefit, privileges and interest in and to, and all of Assignor's burdens, obligations and liabilities in connection with, the Intellectual Property. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Effective Date, in connection with the Intellectual Property.
2. **Further Actions.** Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.
3. **Successors and Assigns.** The provisions of this Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
4. **Entire Agreement; Amendments; Counterparts.** This Assignment and Assumption Agreement set forth the entire agreement among the parties with respect to the

subject matter hereof and maybe amended only by a writing executed by the parties. This Assignment and Assumption Agreement may be executed in counterparts, each of which when taken together shall constitute an original. This Assignment and Assumption Agreement may be executed by facsimile or electronic signature, and such facsimile or electronic signature shall be treated as an original.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

SLEEPY'S, LLC

By: 

Name: Adam Blank

Title: Chief Operating Officer and General Counsel

ASSIGNEE:

SINT, LLC

By: 

Name: Adam Blank

Title: Chief Operating Officer and General Counsel

Schedule 1

Intellectual Property

U.S. Registered Marks

Mark	Reg. No.	Date Reg.	Class	Goods/Services	Status
HONEST ADVICE. LOW PRICE.	2,130,630	1/20/1998	35	Retail store services in the field of beds, mattresses, bed frames and related bedding goods	Renewal due 1/20/2018
BETTER BEDDING	2,172,551	2,172,551	35	Retail store services in the fields of beds, mattresses, bed frames and related bedding goods	Renewal due 7/14/2018

Schedule 2

Common Law Marks & Trade Names

