

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
Monzi, LLC		05/12/2010	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Foamex Innovations Operating Company		
Street Address:	1400 N. Providence Road, Suite 2000		
City:	Media		
State/Country:	PENNSYLVANIA		
Postal Code:	19063		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77911801	ENVIROEAVES	
Serial Number:	77920420	RAIN FILTER	
Serial Number:	77921277	RAIN FILTER GREEN GUTTER FILTRATION	
Registration Number:	3027215	LEAF DEFIER	
CORRESPONDENCE DATA			
Fax Number:	(302)658-5614		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	302-658-9141		
Email:	progowski@cblh.com		
Correspondent Name:	Patricia Smink Rogowski		
Address Line 1:	1007 N. Orange Street		
Address Line 4:	Wilmington, DELAWARE 19801		
ATTORNEY DOCKET NUMBER:	00124-01264		
NAME OF SUBMITTER:	Patricia Smink Rogowski		

OP \$115.00 77911801

TRADEMARK

900162861

REEL: 004211 FRAME: 0363

Signature:	/Patricia Smink Rogowski/
Date:	05/24/2010
Total Attachments: 5 source=Monzi_Trademark_Assignment#page1.tif source=Monzi_Trademark_Assignment#page2.tif source=Monzi_Trademark_Assignment#page3.tif source=Monzi_Trademark_Assignment#page4.tif source=Monzi_Trademark_Assignment#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This ASSIGNMENT OF TRADEMARKS (this "**Assignment**"), dated as of May 14, 2010, is made by and between Monzi, LLC, a Nevada limited liability company ("**Assignor**"), and Foamex Innovations Operating Company, a Delaware corporation ("**Assignee**").

WITNESSETH:

WHEREAS, the Assignor has agreed to transfer to the Assignee all of the Assignor's right, title and interest in and to the trademarks listed in Attachment A together with the goodwill of the business symbolized by the trademarks.

NOW, THEREFORE, for good and valuable consideration, including a sum of ten U.S. dollars (\$10.00) Assignee has given to Assignor, the adequacy, legal sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts and assumes, free and clear of any encumbrances, all right, title and interest in and to the trademarks as described on Attachment A hereto, together with the goodwill of the business symbolized by the trademarks, the applications for registration and registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages.
2. The rights assigned hereby include, without limitation all of the Assignor's right to sue and recover for any past, present, and future infringement or unauthorized use of any right or interest in the trademarks.
3. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States Patent and Trademark Office, and any foreign trademark authority, to record this Assignment and hereby represent and warrant that the Assignor have the full right to convey the entire interest herein assigned.
4. Assignor agrees to execute any further lawful documents and take any other actions that the Assignee may consider necessary or appropriate to fully protect and vest in the Assignee the assigned rights and interests in the trademarks and to assist the Assignee in the registration, maintenance, perfection and enforcement of any of the trademarks.
5. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York without giving effect to conflicts of law principles thereof.
6. This Assignment constitutes the entire agreement between the Parties with respect to the subject matter of this Assignment and supersede all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Assignment.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed and delivered by its duly authorized officer as of the date first above written.

ASSIGNOR:

MONZI, LLC

By: 

Name

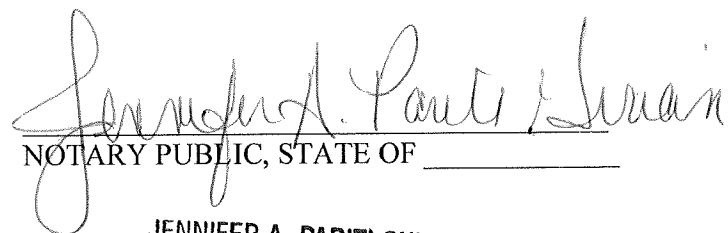
MICHAEL MIZEKA, III

Title:

President

THE STATE OF New Jersey §
COUNTY OF Monmouth §

BEFORE ME, the undersigned authority, on this 12th day of May, 2010, personally appeared Michael Mizeka, acting on behalf of Monzi, LLC, a Nevada limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.


NOTARY PUBLIC, STATE OF _____

JENNIFER A. PARITI GURIAN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 7, 2013

SCHEDULE 1.1(f)
Purchased Intellectual Property

Registered Trademarks – United States

Leaf Defier – 78/424,635

Registered Trademarks – CTM

Leaf Defier - CTM Number 006944896

Trademark Applications Pending – United States

Enviroeaves – 77911801

Rain Filter - 77920420

Rain Filter Green Gutter Filtration - 77921277

Common Law – Unregistered Trademarks

Leaf Defier (Design)

Leaf Defier XL

Leaf Defier XL (Design)

Leaf Lifter

Monzi

Safe Flow

Safe Flow FR

Safe Flow Wave

Safe Flow Wave (Design)

Domain Names

See attached list of domain names.

Patents

None

NDI/MONZI DOMAIN NAMES

DOMAIN NAME

leafdefier-xl.com
bunlogistics.com
ndibunlogistics.com
pestdefier.com
pstdefier.com
pestdefier.com
pstdefier.com
grow-n-go.com
safeflowwave.com
dimensionair.com
filterfoam.net
reticulatedester.com
reticulatedester.net
reticulatedether.com
reticulatedether.net
reticulatedfilterfoam.com
reticulatedfilterfoam.net
reticulatedfoam.net
filtrationfoam.com
filtrationfoam.net
foamfilter.net
gutterfiltration.net
dimensionair.net
foamfiltration.com
foamfiltration.net
horticulturalfoam.com
horticulturalfoam.net
biocidfoam.com
biocidfoam.net
gutterfoamprotection.com
gutterfoamprotection.net
gutterinsert.net
gutterstuffer.net
uvfoam.com
uvfoam.net
newdimension-inc.com
foamfabricationservices.com
ndi-us.com
rain-filter.com
gutterrainfilter.com
gutterrainfilter.com
therainfilter.com
gutter-flo.com
monzillc.com
leafdefier.com

leafdefyer.com
monziinc.com
safeflowfr.com