

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
Winco Bedding USA, LLC		07/03/2010	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Englander Sleep Products, LLC		
Street Address:	8300 Industrial Drive		
City:	Olive Branch		
State/Country:	MISSISSIPPI		
Postal Code:	38654		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3404505	BETTER SLEEP, BY DESIGN.	
CORRESPONDENCE DATA			
Fax Number:	(617)345-3299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-345-3000		
Email:	trademarks@burnslev.com		
Correspondent Name:	Renee Inomata		
Address Line 1:	125 Summer Street		
Address Line 2:	BURNS & LEVINSON LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	43994.1 WINCO (RI)		
NAME OF SUBMITTER:	Renee Inomata		
Signature:	/Renee Inomata/		

CH \$40.00 3404505

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**TRADEMARK
 REEL: 004486 FRAME: 0355**

Date:

02/24/2011

Total Attachments: 1
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ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT (the "Assignment") is made as of 7/3/10, 2011, by Winco Bedding USA, LLC (the "Assignor"), the owner of the trademark listed in the attached Schedule A, hereinafter referred to as the "Trademark".

WHEREAS, Englander Sleep Products, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware (the "Assignee") is desirous of acquiring all right, title and interest, in, to and under the Trademark, including all goodwill associated therewith, and the Assignor is desirous of selling, assigning, transferring, granting and setting over to the Assignee all of his right, title and interest, in, to and under the Trademark, including all goodwill associated therewith.

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, transfer, grant and set over to the Assignee all of the right, title and interest, in, to and under the Trademark, all goodwill associated therewith, all common law rights thereto, and all applications for registrations that may be granted, all renewals and extensions, together with the right to sue and recover damages for future or past infringements and to fully and entirely stand in the place of the Assignor in all matters related thereto, the same to be held and enjoyed by the Assignee as fully and entirely as the same would have been held by the Assignor had this sale, assignment, transfer, grant and set over not been made, all subject to the terms and conditions of the Agreement (the "Assigned Trademark Rights").

The Assignor hereby warrants and covenants that (i) it has the full power and authority to convey the rights, titles and interests herein sold, assigned, transferred, granted and set over to the Assignee; (ii) it has not executed and will not execute any agreement in conflict herewith; and (iii) it will execute any and all other instruments which may be necessary to perfect and evidence the Assignee's ownership of the Assigned Trademark Rights herein conveyed.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as an instrument under seal as of the date written above.

Winco Bedding USA, LLC

By: _____

Name: Kim Cobb

Title: Vice President