

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|--|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Genie B's Specialties, Inc. | | 07/29/2011 | CORPORATION: NEBRASKA |
| RECEIVING PARTY DATA | | | |
| Name: | GBS Enterprises, LLC | | |
| Street Address: | 1006 E. Maple Street | | |
| City: | Sutton | | |
| State/Country: | NEBRASKA | | |
| Postal Code: | 68979 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3691568 | ALLERGY SENTRY | |
| Serial Number: | 77930410 | BUG GUARD | |
| Serial Number: | 77513720 | HEALTHY SLEEP | |
| Serial Number: | 85306333 | MATTRESS SENTRY | |
| Registration Number: | 3575657 | PA PROTECT ALL | |
| Registration Number: | 3087609 | PROTECTS YOU FROM YOUR MATTRESS AND YOUR MATTRESS FROM YOU | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (214)756-8113 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 2147408113 | | |
| Email: | sritchie@lockelord.com | | |
| Correspondent Name: | Robin Barnes | | |
| Address Line 1: | 2200 Ross Ave., Ste. 2200 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |

CH \$165.00 3691568

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|--|----------------|
| ATTORNEY DOCKET NUMBER: | 050902900034 |
| NAME OF SUBMITTER: | Robin Barnes |
| Signature: | /Robin Barnes/ |
| Date: | 08/15/2011 |
| Total Attachments: 5 source=Genie Bs Trademark Assignment#page1.tif source=Genie Bs Trademark Assignment#page2.tif source=Genie Bs Trademark Assignment#page3.tif source=Genie Bs Trademark Assignment#page4.tif source=Genie Bs Trademark Assignment#page5.tif | |

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of the 29th day of July, 2011, by Genie B's Specialties, Inc., a Nebraska corporation, and GBS Warranty Services, Inc., a Nebraska corporation (collectively, the "Assignor"), to GBS Enterprises, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title, and interest in the marks, trademark registrations and trademark applications identified on Schedule A attached hereto, along with the goodwill associated therewith (collectively, the "Trademarks")

WHEREAS, Assignor, Assignee and certain other parties have entered into an Asset Purchase Agreement, dated as of July 29, 2011(the "Agreement"), pursuant to which Assignor is obligated to assign the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the foregoing, the consideration recited in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor grants, sells, assigns, transfers and conveys unto Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in and to the Trademarks, including all applications, registrations, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith, and together with the right of Assignor to take action, claim relief, and recover damages in respect of infringements occurring prior or subsequent to the date of this Assignment.
2. Assignor covenants to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers and take any reasonable actions necessary to perfect and vest such rights, title and interest in Assignee, its successors, assigns and legal representatives. If Assignee, its successors, assigns or other legal representatives shall desire to file any continuing or renewal applications based upon any of the Trademarks, or to file a disclaimer relating thereto, Assignor will upon reasonable request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such application or disclaimer and the procuring thereof, without further compensation but at the expense of Assignee, its successors, assigns or other legal representatives.
3. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Texas (without regard to its choice of law principles).
4. This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original, and said counterparts shall constitute one and the same instrument.

[SIGNATURE AND NOTARY PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as follows, effective as of the date first above written.

ASSIGNOR:

GENIE B'S SPECIALTIES, INC.,
a Nebraska corporation

By: *[Signature]*
Name: DAVID W. POWERS
Title: President

STATE OF Texas)
)
COUNTY OF Dallas)

On this 28 day of July, 2011, before me personally appeared David W. Powers having the title President of Genie B's Specialties, Inc., known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his or her own free act and deed and for the purpose therein set forth.

Lucia Moreno
Notary Public

My Commission Expires:



ASSIGNOR:

GBS WARRANTY SERVICES, INC.,
a Nebraska corporation

By: [Signature]
Name: Michael A Swoboda
Title: CEO

STATE OF TEXAS)
)
COUNTY OF Dallas)

On this 20 day of July, 2011, before me personally appeared Michael A. Swoboda, having the title CEO of GBS Warranty Services, Inc., known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his or her own free act and deed and for the purpose therein set forth.

[Signature]
Notary Public

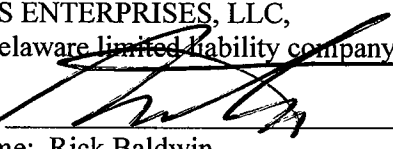
My Commission Expires:



[Signature page to Trademark Assignment]

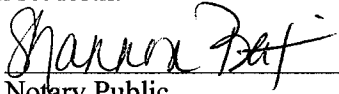
ASSIGNEE:

GBS ENTERPRISES, LLC,
a Delaware ~~limited liability company~~

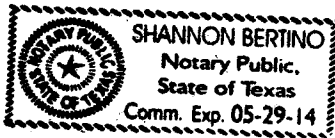
By: 
Name: Rick Baldwin
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 28th day of July, 2011, before me personally appeared Rick Baldwin, having the title Vice President of GBS Enterprises, LLC, known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his or her own free act and deed and for the purpose therein set forth.


Notary Public

My Commission Expires:



[Signature page to Trademark Assignment]

SCHEDULE A

Trademarks

| Jurisdiction | Trademark Name | Registration No./ Serial No. | Registration Date/ Filing Date | Class |
|----------------------|--|---|---|--------------|
| U.S. | ALLERGY SENTRY and design | 3,691,568 77/602,429 | 10/6/2009 10/28/2008 | 24 |
| U.S. | BUG GUARD | 77/930,410 | 2/8/2010 | 24 |
| U.S. | HEALTHY SLEEP | 77/513,720 | 7/2/2008 | 24 |
| U.S. | MATTRESS SENTRY | 85/306,333 | 4/27/2011 | 24 |
| U.S. | PA PROTECT ALL and design | 3,575,657 77/513,686 | 2/17/2009 7/2/2008 | 24 |
| U.S. | PROTECTS YOU FROM YOUR MATTRESS AND YOUR MATTRESS FROM YOU | 3,087,609 78/631,429 | 5/2/2006 5/7/2005 | 24 |
| State of Nebraska | G.B.S. ENTERPRISES | Nebraska 10,083,565 | 4/13/2006 | 35 |

GBS and GBSW may or may not have common law rights to use the following names:

- Genie B's Specialties, Inc. and logo
- GBS Enterprises
- GBS Warranty Services, Inc. and logo