

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
L&P Property Management Company		11/14/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Healthy Spirit, LLC		
Street Address:	7108 Biter Lane		
City:	Highland		
State/Country:	MARYLAND		
Postal Code:	20777		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3917285	WHISPER POWER	
CORRESPONDENCE DATA			
Fax Number:	(443)263-7580		
Phone:	410-347-7380		
Email:	trademarks@ober.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jonathan M. Holda, Esq.		
Address Line 1:	100 Light Street		
Address Line 2:	Ober, Kaler, Grimes & Shriver, A P.C.		
Address Line 4:	Baltimore, MARYLAND 21202		
ATTORNEY DOCKET NUMBER:	028709.088847 DKP		
NAME OF SUBMITTER:	Jonathan M. Holda		
Signature:	/Jonathan M. Holda/		

CH \$40.00 3917285

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TRADEMARK
 REEL: 004673 FRAME: 0036

Date:

12/06/2011

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made by and between **L&P PROPERTY MANAGEMENT COMPANY**, organized under the laws of the State of Delaware, U.S.A., with a principal place of business at No. 1 Leggett Road, Carthage, Missouri 64836 ("Assignor") in favor of **HEALTHY SPIRIT, LLC**, organized under the laws of the State of Maryland, U.S.A., with a principal place of business at 7108 Biter Lane, Highland, Maryland 20777 ("Assignee");

WITNESSETH:

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the mark WHISPER POWER, including U.S. Registered Trademark number 3,917,285, for WHISPER POWER and all goodwill relating thereto ("Trademark Rights"); and

WHEREAS, Assignee is desirous of acquiring, and Assignor is willing to convey, all right, title and interest in and to said Trademark Rights, and the business to which the Trademark Rights pertain,

NOW, THEREFORE, for and in consideration of payment by Assignee to Assignor of the sum of \$4,255.40 and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, by these presents, does hereby sell, assign and transfer to Assignee, and any successors, assigns, nominees and/or legal representatives of Assignee, the entire right, title and interest, including the goodwill of the business symbolized by said Trademark Rights, for the United States of America, its territories and possessions, and in all foreign countries, in and to said trademarks, and the business to which the Trademark Rights pertain, including the goodwill of the business symbolized by said Trademark Rights, and any and all foreign counterparts or legal equivalents of the said Trademark Rights in any and all foreign countries, including the right to claim priority under any International Convention and the right to sue for any past infringement in the United States of America and/or any and all foreign countries.

Assignor hereby covenants that (1) no assignment, sale, agreement, license or encumbrance has been or will be made or entered into that would conflict with or limit the rights granted under this Assignment, and (2) to the best of Assignor's knowledge, there is no litigation, opposition or other legal, administrative or equitable action that is challenged, pending or threatened involving the Trademark Rights, and the mark WHISPER POWER when used in the bedding field does not infringe or otherwise violate any third party intellectual property or other rights.

Assignor further covenants that Assignor will promptly provide to Assignee, upon Assignee's request, all pertinent facts and documents relating to said Trademark Rights, foreign counterparts and legal equivalents as may be known and accessible to Assignor, and Assignor will testify as to the same in any interference, litigation or

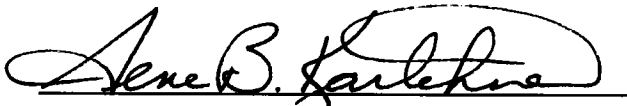


proceeding related thereto, and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits necessary or desirable to vest and/or record title in Assignee or for Assignee to apply for, perfect, obtain, maintain, register, protect, issue and/or enforce any of said Trademark Rights, counterparts and/or legal equivalents thereof and/or any trademark registrations granted thereon.

IN WITNESS WHEREOF, Assignor, by a duly authorized officer, has executed this Assignment effective the date written below.

("ASSIGNOR")
L&P PROPERTY MANAGEMENT COMPANY

("ASSIGNEE")
HEALTHY SPIRIT, LLC



Gene B. Kartchner, Vice President

Jeffrey M. Mowrey, Member

Date: 11/14/2011

Date: 11/11/11

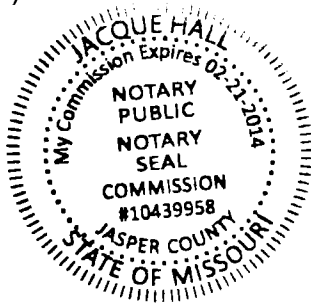
State of Missouri)
)ss
County of Jasper)

On this 14th day of November, in the year 2011, before me, a Notary Public, in and for said State of Missouri, United States of America, in the County of Jasper, personally appeared Gene B, Kartchner, who is Vice President of L&P Property Management Company, known to me to be the person who executed the within Trademark Assignment on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

(Seal)



Jacquie Hall, Notary Public



TRADEMARK ASSIGNMENT

WHEREAS, L&P Property Management Company ("**Assignor**") is the owner of the entire right, title and interest in and to the mark WHISPER POWER, including U.S. Registered Trademark number 3,917,285, for WHISPER POWER and all goodwill relating thereto ("**Trademark Rights**");

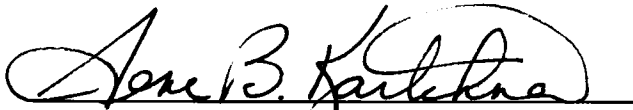
WHEREAS, Assignor desires to assign the Trademark Rights; and

WHEREAS, Healthy Spirit, LLC ("**Assignee**") desires to acquire the Trademark Rights.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Trademark Rights, together with the goodwill associated with the Trademark Rights.

("ASSIGNOR")
L&P PROPERTY MANAGEMENT COMPANY

("ASSIGNEE")
HEALTHY SPIRIT, LLC



Gene B. Kartchner, Vice President



Jeffrey M. Mowrey, Member

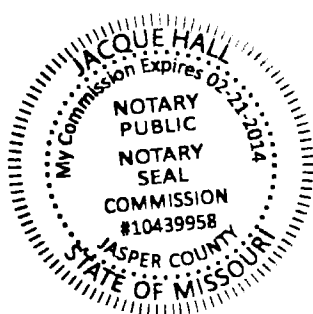
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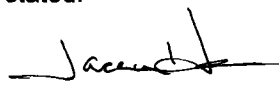
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(Seal)



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Jacquie Hall, Notary Public