

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
Springs Global US, Inc.		06/15/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BWA0 LLC		
Street Address:	650 Liberty Avenue		
City:	Union		
State/Country:	NEW JERSEY		
Postal Code:	07083		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Serial Number:	77315936	INSPIRATIONS BY WAMSUTTA	
Serial Number:	75598458	W WAMSUTTA	
Serial Number:	75598457	W WAMSUTTA	
Serial Number:	85211059	W.O.W WORLD OF WAMSUTTA	
Serial Number:	73355349	WAMSUTTA	
Serial Number:	74290048	WAMSUTTA	
Serial Number:	76034646	WAMSUTTA	
Serial Number:	78872388	WAMSUTTA COMFORT SOFT COTTON	
Serial Number:	75564378	BAYPORT	
Serial Number:	75260300	BAYPORT	
Serial Number:	85109418	BOXER FIT	
Serial Number:	77142171	COOL LUXURY	
Serial Number:	85328337	DO YOU DREAM IN COLOR?	
Serial Number:	85370478	DOWN FX	

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Serial Number:	85615491	DOWN-FX
Serial Number:	77575646	ECO LUXE
Serial Number:	77780624	LUXEGEL
Serial Number:	77514503	MAGIC GEL
Serial Number:	85579828	MAGICGEL
Serial Number:	75213814	PANEL-LOFT
Serial Number:	77040182	SLUMBER GEL
Serial Number:	76655155	STAYMADE
Serial Number:	85579816	ULTRAGEL
Serial Number:	85579561	ULTRAGEL
Serial Number:	85408023	ULTRAGEL
Serial Number:	78897317	ZEN COMFORTS
Serial Number:	78917991	ZEN COMFORTS
Serial Number:	74156538	SUPERCALE
Serial Number:	74156539	SUPERCALE PLUS

CORRESPONDENCE DATA

Fax Number: 9086547866

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 908-654-5000

Email: trademarkadmin@ldlkm.com

Correspondent Name: GREGG A. PARADISE

Address Line 1: 600 South Avenue West

Address Line 4: Westfield, NEW JERSEY 07090

ATTORNEY DOCKET NUMBER:	BBB 9.0-001 GEN.
NAME OF SUBMITTER:	Gregg A. Paradise
Signature:	/Gregg A. Paradise/
Date:	07/17/2012

Total Attachments: 8

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TRADEMARK

REEL: 004823 FRAME: 0167

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "**Assignment**"), dated as of June 15, 2012 (the "**Effective Date**"), is made and entered into by and between Springs Global US, Inc., a Delaware corporation ("**Assignor**"), and BWAO LLC, a Delaware limited liability company ("**Assignee**") (each, a "**Party**," and collectively, the "**Parties**").

Pursuant to the transactions contemplated under that certain Intellectual Property Purchase Agreement (the "**Purchase Agreement**"), dated as of April 2, 2012, made and entered into by and between Assignor, Bed Bath & Beyond Inc., a New York corporation ("**BBB**"), and, solely for the limited purposes expressly set forth therein, Springs Global Participações S.A., a Brazilian sociedade anônima ("**SGP**"), the Parties have agreed to enter into this Assignment to evidence the sale, conveyance, assignment and transfer of certain intellectual property from Assignor to Assignee (as designated by and under the direction of BBB) pursuant to the transactions contemplated under the Purchase Agreement.

1. **Incorporation by Reference.** All of the terms and conditions set forth in the Purchase Agreement are incorporated herein by reference. All capitalized terms used, but not otherwise defined in this Assignment, shall have the meanings ascribed to them in the Purchase Agreement.

2. **Assignment.** Upon the terms and subject to the conditions set forth in the Purchase Agreement, effective as of the Effective Date, Assignor hereby sells, conveys, assigns and transfers to Assignee free and clear of any and all Encumbrances (other than Permitted Encumbrances), and Assignee hereby purchases, acquires and accepts from Assignor, all right, title and interest of Assignor in and to the Purchased Assets, including but not limited to the domain name registrations and trademark registrations and pending applications set forth on Schedule A attached hereto, together with all of the goodwill associated with the foregoing and all rights to sue for and obtain damages and injunctive relief for past, present and future infringement, dilution and violation of the foregoing. As provided under the Purchase Agreement, and for the avoidance of any doubt, the sale, conveyance, assignment and transfer hereunder does not include, and shall exclude, the Excluded Assets. Except as expressly provided under the Purchase Agreement, the sale, conveyance, assignment and transfer hereunder is made on an "as-is" and "where-is" basis, without any representations or warranties of any kind, whether express or implied, and Assignee shall have no recourse against Assignor therefor. Subject to the foregoing sentence, the Parties hereto acknowledge and agree that the assignment of any United States intent-to-use applications included in the foregoing is in connection with the transfer of the business or assets to which such intent-to-use applications pertain.

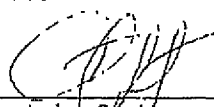
3. **Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which together shall constitute one and the same instrument.

4. **Recordation.** If Assignee elects to record this assignment or any other document or transfer with the U.S. Patent & Trademark Office or applicable foreign governmental or international authorities or registries, Assignee shall bear all costs and fees associated with such recording.

[SIGNATURE PAGE AND SCHEDULES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

BWAO LLC

By: 
Name: Arthur Stark
Title: President of Bed Bath & Beyond
Inc., the sole member of BWAO
LLC

SPRINGS GLOBAL US, INC.

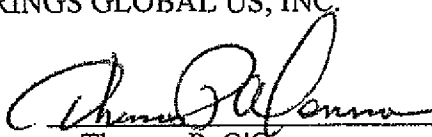
By: _____
Name: Thomas P. O'Connor
Title: President

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

BWAO LLC

By: _____
Name: Arthur Stark
Title: President of Bed Bath & Beyond
Inc., the sole member of BWAO
LLC

SPRINGS GLOBAL US, INC.

By:  _____
Name: Thomas P. O'Connor
Title: President

SCHEDULE A
REGISTERED INTELLECTUAL PROPERTY

1. U.S. Trademark Registrations and Applications:

Country	Trademark	Application Date	Application Number	Registration Number	Registration Date
United States of America	INSPIRATIONS BY WAMSUTTA	Oct 29 2007	77315936	3570641	Feb 3 2009
United States of America	W & WAMSUTTA (Superimposed)	Nov 30 1998	75598458	2571786	May 21 2002
United States of America	W WAMSUTTA (underneath)	Nov 30 1998	75598457	2860452	Jul 6 2004
United States of America	W.O.W. WORLD OF WAMSUTTA (Standard – Cl. 024)	Jan 5 2011	85211059	Pending	Pending
United States of America	WAMSUTTA	Mar 18 1982	73355349	1233623	Apr 5 1983
United States of America	WAMSUTTA	June 30 1992	74290048	1909067	Aug 1 1995
United States of America	WAMSUTTA	Apr 27 2000	76034646	3029557	Dec 13 2005
United States of America	WAMSUTTA COMFORT SOFT COTTON	Apr 28 2006	78872388	3424549	May 6 2008
United States of America	BAYPORT	Oct 5 1998	75564378	2328437	Mar 14 2000
United States of America	BAYPORT	Mar 17 1997	75260300	2142643	Mar 10 2000
United States of America	BOXER FIT	Aug 17 2010	85109418	Pending	Pending
United States of America	COOL LUXURY	Mar 28 2007	77142171	3456383	Jul 1 2008
United States of America	DO YOU DREAM IN COLOR	May 24 2011	85328337	Pending	Pending
United States of America	DOWN FX	Jul 13 2011	85370478	Pending	Pending
United States of America	DOWN-FX	May 3 2012	85615491	Pending	Pending
United States of America	ECO LUXE	Sep 22 2008	77575646	3700928	Oct 27 2009
United States of America	LUXEGEL	Jul 14 2009	77780624	3731435	Dec 29 2009
United States of America	MAGIC GEL	July 3 2008	77514503	3561038	Jan 13, 2009
United States of America	MAGIC GEL	Mar 26 2012	85579828	Pending	Pending
United States of America	PANEL LOFT	Dec 16 1996	75213814	2123656	Dec 23 1997
United States of America	SLUMBER GEL	Nov 9 2006	77040182	3531538	Nov 11 2008
United States of America	STAYMADE	Feb 15 2006	76655155	3185413	Dec 19 2006

Country	Trademark	Application Date	Application Number	Registration Number	Registration Date
United States of America	ULTRAGEL	Mar 26 2012	85579816	Pending	Pending
United States of America	ULTRAGEL	Mar 26 2012	85579561	Pending	Pending
United States of America	ULTRAGEL	Aug 26 2011	85408023	Pending	Pending
United States of America	ZEN COMFORTS	May 31 2006	78897317	3327813	Oct 30 2007
United States of America	ZEN COMFORTS	Jun 27 2006	78917991	3357962	Dec 18 2007
United States of America	SUPERCALE	Apr 12 1991	74156538	1682073	Apr 7 1992
United States of America	SUPERCALE PLUS	Apr 12 1991	74156539	1678594	Mar 10 1992

2. Canada and Mexico Trademark Registrations and Applications:

Country	Trademark	Application Date	Application Number	Registration Number	Registration Date
Canada	WAMSUTTA (CANADA)	Aug 3 1922	0111798	TMDA32456	Nov 24 1922
Canada	WAMSUTTA (CANADA)	May 14 2002	1140799	TMA608679	Apr 27 2004
Canada	WAMSUTTA BAMBOO	Dec 4 2009	1461682	778919	Oct 4 2010
Canada	WAMSUTTA COMFORT SOFT	June 14 2002	1143913	TMA609114	May 3 2004
Canada	SUPERCALE	Feb 12 1987	057807900	TMA337773	Mar 4 1988
Canada	STAYMADE	March 1 2012	1566626	Pending	Pending
Mexico	WAMSUTTA	Jul 5 2011	1192058	Pending	Pending

3. Other Foreign Trademark Registrations and Applications:

Registered Trademarks:

Country	Trademark	Registration No.	Registration Date
Argentina	WAMSUTTA	2443789	Jun 10 2011
Australia	WAMSUTTA	279779	Jul 3 1974
Australia	WAMSUTTA	279780	Jul 3 1974
Australia	WAMSUTTA	722176	Nov 20 1996
Australia	WAMSUTTA	738210	Jul 2 1997
Bahrain	WAMSUTTA	25810	Sep 14 2002
Brazil	WAMSUTTA	821903934	Jul 29 2008
Brazil	WAMSUTTA	821903942	Jul 29 2008
Brazil	WAMSUTTA	821903950	Jul 29 2008
Brunei Darussalam	WAMSUTTA	22996	Feb 12 1997
Brunei Darussalam	WAMSUTTA	18237	Jul 11 1992
Brunei Darussalam	WAMSUTTA	22431	Nov 28 1996
Chile	WAMSUTTA	677923	Nov 6 2003
China	WAMSUTTA	1268123	Apr 28 1999
China	WAMSUTTA	1263232	Apr 14 1999

Country	Trademark	Registration No.	Registration Date
China	WAMSUTTA	1240558	Jan 21 1999
CTM	WAMSUTTA	1210178	Jun 9 2000
Czech Republic	WAMSUTTA	232597	Apr 24 2001
Egypt	WAMSUTTA	125172	Mar 25 2003
El Salvador	WAMSUTTA		
France	WAMSUTTA	92424347	Jun 26 1992
Hong Kong	WAMSUTTA	199406845	Nov 7 1994
India	WAMSUTTA	754313	Apr 3 1997
India	WAMSUTTA	754314	Apr 3 1997
India	WAMSUTTA	756189	Jun 23 2007
Indonesia	WAMSUTTA	402100	Oct 28 1997
Indonesia	WAMSUTTA	402304	Oct 28 1997
Indonesia	WAMSUTTA	402101	Oct 28 1997
Israel	WAMSUTTA	128039	Sep 6 2000
Italy	WAMSUTTA	1007314	Dec 21 1994
Italy ¹	SUPERCAL	1007315	May 12 2006
Japan	WAMSUTTA	4191096	Sep 25 2018
Japan	WAMSUTTA	4186574	Sep 11 1998
Japan	WAMSUTTA	1826269	Dec 25 1985
Japan	WAMSUTTA	1864494	May 30 1986
Japan	WAMSUTTA	1880399	Aug 28 1986
Japan	WAMSUTTA (Stylised)	4193388	Oct 2 1998
Japan	WAMSUTTA (Stylised)	1102335	Jan 9 1975
Japan	WAMSUTTA with Katakana	1094449	Nov 1 1974
Kuwait	WAMSUTTA	42699	Dec 18 1999
Lebanon	WAMSUTTA	80263	Jul 5 1999
Malaysia	WAMSUTTA	97000438	Jan 10 2004
Malaysia	WAMSUTTA	92004500	May 3 1999
Malaysia	WAMSUTTA	97000437	Jan 10 2004
Morocco	WAMSUTTA	700001	Jun 15 1999
New Zealand	WAMSUTTA	269403	Jun 15 1998
New Zealand	WAMSUTTA	269404	Jun 15 1998
New Zealand	WAMSUTTA	85333	Nov 1 1968
Norway	WAMSUTTA	201453	Feb 10 2000
Panama	WAMSUTTA	42488	Aug 5 1987
Panama	WAMSUTTA	101904	Jul 28 1999
Poland	WAMSUTTA	R-142178	Mar 4 2004
Republic of Korea (South)	WAMSUTTA	574557	Feb 13 2004
Russian Federation	WAMSUTTA	393133	Nov 6 2009
Saudi Arabia	WAMSUTTA	701/8	Oct 22 2003
Singapore	WAMSUTTA	T9107366C	Oct 22 2003
Singapore	WAMSUTTA	T9612429J	Oct 22 2003
Singapore	WAMSUTTA	T9708487Z	Oct 22 2003
Slovenia	WAMSUTTA	9970753	Apr 14 2000
South Africa	WAMSUTTA	924768	Mar 24 1994
South Africa	SUPERCAL	1992/04767	Sep 08 1994
Spain	WAMSUTTA	1553227	Mar 2 1990
Switzerland	WAMSUTTA	P-469441	Feb 10 2000

Country	Trademark	Registration No.	Registration Date
Taiwan	WAMSUTTA	584704	Mar 1 1993
Taiwan	WAMSUTTA	599816	
Taiwan	SUPERCAL	591583	Apr 1 1993
Thailand	WAMSUTTA	KOR8156	Feb 28 1994
Thailand	WAMSUTTA	KOR65011	Nov 22 1996
Tunisia	WAMSUTTA	EE990923	Jun 10 1999
Turkey	WAMSUTTA	99/010660	Jul 2 1999
United Arab Emirates	WAMSUTTA	26853	Sep 8 2004
United Kingdom	WAMSUTTA	1502978	Jun 10 1992
Uruguay	WAMSUTTA	313478	Aug 5 2003
Vietnam	WAMSUTTA	29093	Jul 11 1997

Pending Trademark Applications:

Country	Trademark	Application Date	Application No.	Registration No.	Registration Date
China	WAMSUTTA	May 9 2011	9437355	Pending	Pending
Costa Rica	WAMSUTTA	Sep 22 2011	20119357	Pending	Pending
El Salvador	WAMSUTTA	Oct 13 2011	2011113299	Pending	Pending
Guatemala	WAMSUTTA	Sep 16 2011	2011008049	Pending	Pending
Honduras	WAMSUTTA	Sep 12 2011	3074211	Pending	Pending
Nicaragua	WAMSUTTA	Sep 29 2011	201103372	Pending	Pending

4. Domain Name Registrations:

wamsutta.com (Network Solutions)
wamsutta.cn (Domain People)
wamsuttabridal.com (Network Solutions)