

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
Comfortaire Corporation		01/17/2013	CORPORATION: SOUTH CAROLINA
Comfortaire Direct, LLC		01/17/2013	LIMITED LIABILITY COMPANY: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	Select Comfort SC Corporation
Street Address:	9800 - 59th Avenue North
City:	Plymouth
State/Country:	MINNESOTA
Postal Code:	55442
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1275216	COMFORTAIRE
Registration Number:	2366271	CIRRUS
Registration Number:	2382939	CERULEAN HP
Registration Number:	2506794	CELENIA
Registration Number:	2698412	ROYALAIRE
Registration Number:	2767623	HEALTHY CHOICE COLLECTION
Registration Number:	2870116	DREAMAIRE
Registration Number:	2999419	CERENITY
Registration Number:	3043493	COMFORTAIRE...COMFORT FOR LIFE
Registration Number:	3055175	WHISPERFLO
Serial Number:	85419869	SLEEP IQ

CH \$365.00 1275216

Serial Number:	85419870	DREAM FIT
Serial Number:	85596423	THE MAGIC IS IN THE AIR
Serial Number:	85291335	INDIVIDUALIZED SLEEP EXPERIENCES

CORRESPONDENCE DATA

Fax Number: 6126077100
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 612-607-7325
 Email: bgrahn@oppenheimer.com
 Correspondent Name: Barbara Grahn
 Address Line 1: 222 South Ninth Street
 Address Line 2: Suite 2000
 Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	8929-798
NAME OF SUBMITTER:	Barbara Grahn
Signature:	/Barbara Grahn/
Date:	01/28/2013

Total Attachments: 5
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EXECUTION VERSION

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of January 17, 2013 by and between Comfortaire Corporation, a South Carolina corporation ("Comfortaire Corp.") and Comfortaire Direct, LLC, a South Carolina limited liability company and a wholly-owned subsidiary of Comfortaire Corp. ("Comfortaire Direct." together with "Comfortaire Corp.," referred to herein as "Assignors"), on the one hand, and Select Comfort SC Corporation, a Minnesota Corporation ("Assignee"), on the other hand.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"); and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, Assignors agreed to sell, convey, transfer, assign and deliver to Assignee all of Assignors' right, title and interest in and to all of their Marks, including but not limited to the Marks set forth on Schedules A, B and C attached hereto and the domain names set forth on Schedule D attached hereto.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Construction. This Assignment is delivered pursuant to and is subject to the Asset Purchase Agreement. Capitalized terms used in this Assignment but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Assignment, the terms of the Asset Purchase Agreement shall prevail.
2. Assignment. Assignors hereby sell, convey, transfer, assign and deliver to Assignee, and Assignee hereby purchases and receives from Assignors, all of Assignors' right, title and interest in and to the Marks, including any and all common law rights, State or Federal registrations thereof, all trade name rights, service name rights and all of the goodwill of the business pertaining to the Marks, all tangible and electronic embodiments of the Marks, and all rights to institute or maintain any Proceedings or other action to protect the Marks or recover damages for any past or present infringement thereof.
3. Governing Law. Any and all claims, disputes or controversies in any way arising out of or relating to (a) this Assignment, (b) any breach, termination or validity of this Assignment, (c) the transactions contemplated hereby or (d) any discussions or communications relating in any way to this Assignment or transactions contemplated hereby, and the existence or validity of any and all defenses to such claims, disputes or controversies, shall be governed and resolved exclusively by the laws of the United States and the State of South Carolina, notwithstanding the existence of any conflict of laws principles that otherwise would dictate the application of any other state's law. Each party irrevocably and unconditionally waives any right to object to the application of United States or South Carolina law or argue against its applicability to any of the matters referenced in the immediately preceding sentence.
4. Counterparts. This Assignment may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their duly authorized officers.

ASSIGNORS:

COMFORTAIRE CORPORATION

By: JAMES B. ORDER III
Name: JAMES B. ORDER III
Title: CHAIRMAN

COMFORTAIRE DIRECT, LLC

By: JAMES B. ORDER III
Name: JAMES B. ORDER III
Title: CHAIRMAN

ASSIGNEE:

SELECT COMFORT SC CORPORATION

By: _____
Name: Shelly R. Ibach
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their duly authorized officers.

ASSIGNORS:

COMFORTAIRE CORPORATION

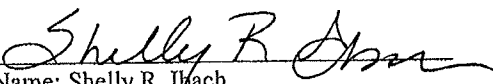
By: _____
Name:
Title:

COMFORTAIRE DIRECT, LLC

By: _____
Name:
Title:

ASSIGNEE:

SELECT COMFORT SC CORPORATION

By: 
Name: Shelly R. Ipach
Title: President and Chief Executive Officer

SCHEDULE A

U. S. REGISTRATIONS AND APPLICATIONS

Registration No.	Mark
1,275,216	COMFORTAIRE
2,366,271	CIRRUS
2,382,939	CERULEAN HP
2,506,794	CELENIA
2,698,412	ROYALAIR
2,767,623	HEALTHY CHOICE COLLECTION
2,870,116	DREAMAIRE
2,999,419	CERENITY
3,043,493	COMFORTAIRE...COMFORT FOR LIFE
3,055,175	WHISPERFLO

Application No.	Mark
85/419,869	SLEEP IQ
85/419,870	DREAM FIT
85/596,423	THE MAGIC IS IN THE AIR
85/291,335	INDIVIDUALIZED SLEEP EXPERIENCES