

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
LOUISVILLE BEDDING COMPANY		05/24/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HOLLANDER HOME FASHIONS, LLC		
Street Address:	6501 CONGRESS AVENUE		
Internal Address:	SUITE 300		
City:	BOCA RATON		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 66			
Property Type	Number	Word Mark	
Registration Number:	4154421	ADJUSTAFIL	
Registration Number:	4150494	ADJUSTAFIL	
Registration Number:	2551016	BED SAVER	
Registration Number:	4175570	BIG SHOT	
Registration Number:	2687366	BIG SHOT	
Serial Number:	85405517	BIG WASH	
Registration Number:	2613680	BOOMERANG	
Registration Number:	1829440	BOOMERANG	
Registration Number:	3905068	BOUNCE	
Registration Number:	2177549	BOUNCE	
Registration Number:	3986256	DOWN CRADLE	
Registration Number:	4067713	DREAMLOFT	
Registration Number:	3477576	DREAMLOFT	

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Registration Number:	3768834	ECO-SMART
Registration Number:	3548393	ECO-SMART
Registration Number:	3538930	ECO-SMART
Registration Number:	1649144	EXPAND A GRIP
Registration Number:	3794644	EXPAND-A-GRIP
Registration Number:	2674741	EXPAND-A-GRIP HUGS THE MATTRESS INSTEAD
Registration Number:	3143028	EXPAND-A-GRIP HUGS THE MATTRESS INSTEAD
Registration Number:	3059576	EXPAND-A-GRIP SUPREME "FITS EXTRA DEEP M
Registration Number:	3438243	EZ TRAVEL
Registration Number:	3528022	FIRE DEFENDER
Serial Number:	85599833	FLEXIBLE COMFORT
Serial Number:	85766694	FOREVER FIT
Registration Number:	3432076	FUSE-A-FOAM
Serial Number:	85766690	GREATFIT
Registration Number:	3083471	GREAT SLEEP
Registration Number:	2301602	GREAT SLEEP
Registration Number:	1961037	GUARD GRIP
Registration Number:	2084964	HUGS THE MATTRESS INSTEAD OF YOU
Registration Number:	3931844	LOFT LOGIC
Registration Number:	3931845	LOFT LOGIC
Registration Number:	3086561	MATTRESS MAKEOVER
Registration Number:	2145212	MEDI-CORE
Registration Number:	2285747	MICRO CLUSTER
Registration Number:	2116608	MICRODOWN
Registration Number:	2221909	MICROGUARD
Registration Number:	2070373	OPULENCE SUPREME
Registration Number:	4218107	ORTHOPOSTURE
Registration Number:	3287001	PLEASANT BEGINNINGS
Registration Number:	3929229	POWERLOFT
Registration Number:	3929231	POWERLOFT
Registration Number:	3929232	POWERLOFT
Serial Number:	77788354	PRECISION DENSITY STORY
Registration Number:	3346165	PUREDREAMS
Registration Number:	4264927	REPLENISH
Registration Number:	4264928	REPLENISH

	3128010	SENSE SMART FOAM
Registration Number:	3204477	SENSESMARTFOAM
Registration Number:	4272674	SLEEPSATIONS
Registration Number:	3232306	SLEEPSATIONS
Registration Number:	2004976	SLEEPSATIONS
Registration Number:	2364063	SMART FOAM
Serial Number:	85766699	SMART GRIP
Registration Number:	4143506	SMARTFLEX
Registration Number:	4265005	SMARTFLEX
Registration Number:	3761840	SMOOTH GRIP
Registration Number:	3791297	SMOOTHGRIP
Registration Number:	3402832	SNEEZE EASE
Registration Number:	3926502	SPRING LOFT
Registration Number:	4125850	SPRINGLOFT
Serial Number:	85524921	STUDY HARD SLEEP SOFT
Registration Number:	2932133	THE JUMBO
Registration Number:	2362736	WONDER LOFT
Registration Number:	3427506	YOUR SILENT FIREFIGHTER

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@ldkm.com
Correspondent Name: GREGG A. PARADISE
Address Line 1: 600 SOUTH AVENUE WEST
Address Line 4: WESTFIELD, NEW JERSEY 07090

ATTORNEY DOCKET NUMBER:	HOLLANDER
NAME OF SUBMITTER:	GREGG A. PARADISE
Signature:	/GREGG A. PARADISE/
Date:	06/05/2013

Total Attachments: 11
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 24, 2013 ("Effective Date") by and between **Louisville Bedding Company**, a Delaware corporation, with its principal office at 10400 Bunsen Way, Louisville, Kentucky 40299 ("Assignor"), and **Hollander Home Fashions, LLC**, a Delaware limited liability company, with its principal office at 6501 Congress Avenue, Suite 300, Boca Raton, Florida 33487 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of April 22, 2013 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark registrations and applications set forth on the Schedule attached hereto and incorporated herein by reference, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Notwithstanding the foregoing, with respect to the Marks identified on the attached schedule as "Inactive Filings," Assignor hereby transfers and quitclaims unto Assignee all the foregoing rights which may be owned by Assignor, if any.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, providing assistance to Assignee with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the

*Louisville Bedding Trademark
Assignment*

prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world. Assignee shall bear all costs associated with the foregoing.

* * * * *

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed
by their duly authorized representatives as of the Effective Date.

HOLLANDER HOME FASHIONS, LLC

By: Chris Baker
Name: Chris Baker
Title: Chief Executive Officer

Louisville Bedding Trademark Assignment

TRADEMARK
REEL: 005040 FRAME: 0495

LOUISVILLE BEDDING COMPANY

By: 

Name: Stephen J. Elias

Title: Chairman and Chief Executive Officer


Louisville Bedding Trademark Assignment

TRADEMARK

REEL: 005040 FRAME: 0496

SCHEDULE

TRADEMARK APPLICATIONS AND REGISTRATIONS

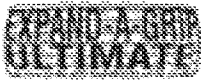
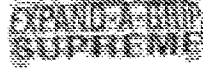
Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Active Filings			
ADJUSTAFIL	U.S.	77/737341 5/14/2009	4154421 6/5/2012
ADJUSTAFIL	U.S.	77/737351 5/14/2009	4150494 5/29/2012
BED SAVER	U.S.	76/035627 4/28/2000	2551016 3/19/2002
BIG SHOT	U.S.	85/481855 11/28/2011	4175570 7/17/2012
BIG SHOT	U.S.	76/298016 8/13/2001	2687366 2/11/2003
BIG WASH	U.S.	85/405517 8/24/2011	---
BOOMERANG	U.S.	75/728906 6/15/1999	2613680 9/3/2002
BOOMERANG	U.S.	74/412258 7/14/1993	1829440 4/5/1994
BOUNCE	U.S.	77/743146 5/22/2009	3905068 1/11/2011
BOUNCE	U.S.	75/235269 2/3/1997	2177549 7/28/1998
DOWN CRADLE	U.S.	77/729393 5/5/2009	3986256 6/28/2011
DREAMLOFT	U.S.	77/780564 7/14/2009	4067713 12/6/2011
DREAMLOFT	U.S.	77/157186 4/16/2007	3477576 7/29/2008
ECO-SMART	U.S.	77/635220 12/17/2008	3768834 3/30/2010
ECO-SMART	U.S.	78/924312 7/7/2006	3548393 12/16/2008
ECO-SMART	U.S.	78/924315 7/7/2006	3538930 11/25/2008
EXPAND A GRIP	U.S.	74/040636 3/21/1990	1649144 6/25/1991
EXPAND A GRIP and Design 	U.S.	77/716514 4/17/2009	3794644 5/25/2010

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
EXPAND-A-GRIP ... and Design 	U.S.	76/379167 3/6/2002	2674741 1/14/2003
EXPAND-A-GRIP ... and Design 	U.S.	78/406608 4/22/2004	3143028 9/12/2006
EXPAND-A-GRIP SUPREME ... and Design 	U.S.	78/406614 4/22/2004	3059576 2/14/2006
EZ TRAVEL	U.S.	78/905629 6/12/2006	3438243 5/27/2008
FIRE DEFENDER	U.S.	77/040230 11/9/2006	3528022 11/4/2008
FLEXIBLE COMFORT	U.S.	85/599833 4/17/2012	---
FOREVER FIT	U.S.	85/766694 10/30/2012	---
FUSE-A-FOAM	U.S.	77/063504 12/15/2006	3432076 5/20/2008
GREAT FIT	U.S.	85/766690 10/30/2012	---
GREAT SLEEP	U.S.	78/299530 9/12/2003	3083471 4/18/2006
GREAT SLEEP	U.S.	75/472656 4/23/1998	2301602 12/21/1999
GUARD GRIP	U.S.	74/534373 6/7/1994	1961037 3/5/1996
HUGS THE MATTRESS INSTEAD OF YOU	U.S.	75/076643 3/21/1996	2084964 7/29/1997
LOFT LOGIC	U.S.	77/781798 7/15/2009	3931844 3/15/2011
LOFT LOGIC	U.S.	77/781804 7/15/2009	3931845 3/15/2011
MATTRESS MAKEOVER	U.S.	78/480080 9/8/2004	3086561 4/25/2006
MEDI-CORE	U.S.	75/079663 3/22/1996	2145212 3/17/1998
MICRO CLUSTER	U.S.	74/735992 9/29/1995	2285747 10/12/1999

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
MICRODOWN	U.S.	74/663886 4/20/1995	2116608 11/25/1997
MICROGUARD	U.S.	75/083902 4/4/1996	2221909 2/2/1999
OPULENCE SUPREME	U.S.	74/657760 4/7/1995	2070373 6/10/1997
ORTHOPOSTURE	U.S.	77/665009 2/6/2009	4218107 10/2/2012
PLEASANT BEGINNINGS	U.S.	78/731785 10/12/2005	3287001 8/28/2007
POWERLOFT	U.S.	77/746144 5/28/2009	3929229 3/8/2011
POWERLOFT	U.S.	77/746146 5/28/2009	3929231 3/8/2011
POWERLOFT	U.S.	77/746147 5/28/2009	3929232 3/8/2011
PRECISION DENSITY STORY	U.S.	77/788354 7/23/2009	---
PUREDREAMS	U.S.	78/906791 6/13/2006	3346165 11/27/2007
REPLENISH	U.S.	85/007634 4/6/2010	4264927 12/25/2012
REPLENISH	U.S.	85/007635 4/6/2010	4264928 12/25/2012
SENSE SMART FOAM	U.S.	78/540248 12/30/2004	3128010 8/8/2006
SENSESMARTFOAM	U.S.	78/540244 12/30/2004	3204477 1/30/2007
SLEEPSATIONS	U.S.	85/142876 10/1/2010	4272674 1/8/2013
SLEEPSATIONS	U.S.	77/028024 10/24/2006	3232306 4/24/2007
SLEEPSATIONS (Stylized) 	U.S.	74/389064 10/21/1994	2004976 10/1/1996
SMART FOAM	U.S.	75/618046 1/9/1999	2364063 7/4/2000
SMART GRIP	U.S.	85/766699 10/30/2012	---
SMARTFLEX	U.S.	85/133374 9/20/2010	4143506 5/15/2012
SMARTFLEX	U.S.	85/133384 9/20/2010	4265005 12/25/2012

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
SMOOTH GRIP	U.S.	77/700895 3/27/2009	3761840 3/16/2010
SMOOTH GRIP and Design 	U.S.	77/716507 4/17/2009	3791297 5/18/2010
SNEEZE EASE	U.S.	77/206220 6/14/2007	3402832 3/25/2008
SPRING LOFT	U.S.	77/803657 8/13/2009	3926502 3/1/2011
SPRINGLOFT	U.S.	77/803659 8/13/2009	4125850 4/10/2012
STUDY HARD SLEEP SOFT	U.S.	85/524921 1/25/2012	---
THE JUMBO	U.S.	78/325794 11/10/2003	2932133 3/8/2005
WONDER LOFT	U.S.	75/383284 11/3/1997	2362736 6/27/2000
YOUR SILENT FIREFIGHTER	U.S.	77/040253 11/9/2006	3427506 5/13/2008
BED SAVER	Canada	1080029 10/24/2000	TMA575557 2/12/2003
BIG SHOT	Canada	1190006 9/3/2003	TMA667140 7/7/2006
BIG WASH	Canada	1561522 1/26/2012	---
BOOMERANG	Canada	1102987 5/15/2001	TMA578485 3/28/2003
BOUNCE	Canada	1140436 5/13/2002	TMA598829 1/8/2004
DON'T LET THE BED BUGS BITE	Canada	1500127 10/18/2010	---
DOWN CRADLE	Canada	1438962 5/22/2009	TMA826867 6/21/2010
DREAM FOAM	Canada	1170763 3/11/2003	TMA639002 5/3/2005
EXPAND A GRIP and Design 	Canada	1435253 4/21/2009	TMA822446 4/18/2012
EXPAND-A-GRIP	Canada	0666903 9/20/1999	TMA402264 9/4/1992
PLEXIBLE COMFORT	Canada	1573953 4/18/2012	---

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
POWERLOFT	Canada	1140435 5/13/2002	TMA598840 1/8/2004
REPLENISH	Canada	1481853 5/20/2010	---
SHAPE SOLUTIONS	Canada	1500126 10/18/2010	---
SLEEPSATIONS	Canada	1498089 10/1/2010	TMA812456 11/23/2011
SLEEPSATIONS	Canada	1341356 3/29/2007	TMA793831 3/25/2011
SMARTFLEX	Canada	1500121 10/18/2010	---
SMOOTH GRIP	Canada	1432902 3/30/2009	TMA822189 4/16/2012
SMOOTH GRIP and Design 	Canada	1435254 4/21/2009	TMA822445 4/18/2012
STUDY HARD SLEEP SOFT	Canada	1561521 1/26/2012	---
BED SAVER	China	4836974 8/15/2005	4836974 3/7/2009
BIG SHOT	China	4836973 8/15/2005	4836973 1/14/2009
BOOMERANG	China	4908135 9/21/2005	4908135 1/28/2009
BOUNCE	China	4908134 9/21/2005	4908134 1/21/2009
DREAM FOAM	China	4908133 9/21/2005	4908133 1/28/2009
DREAMLOFT	China	4908131 9/21/2005	4908131 5/6/2019
DREAMLOFT	China	4908132 9/21/2005	4908132 1/21/2009
EXPAND A GRIP	China	4836971 8/15/2005	4836971 9/7/2010
EXPAND-A-GRIP ULTIMATE and Design 	China	4842696 8/17/2005	4842696 8/21/2010
MATTRESS MAKEOVER	China	4836961 8/15/2005	4836961 4/14/2009

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
POWER LOFT	China	4836960 8/15/2005	4836960 1/14/2009
SLEEPSATIONS	China	8720199 10/8/2010	8720199 10/14/2011
SLEEPSATIONS	China	4908151 9/21/2005	4908151 1/28/2009
SLEEPSATIONS	China	4908150 9/21/2005	4908150 3/14/2009
SMART FOAM	China	4908149 9/21/2005	4908149 1/28/2009
SMART FOAM	China	4908148 9/21/2005	4908148 3/14/2009
THE JUMBO	China	4908147 9/21/2005	4908147 1/28/2009
THERA-FOAM	China	4908146 9/21/2005	4908146 3/14/2009
WONDER LOFT	China	4836959 8/15/2005	4836959 1/14/2009
EXPAND-A-GRIP	Japan	H04-145057 7/27/1992	3077223 9/29/1995
EXPAND-A-GRIP	Mexico	204810 7/8/1994	495327 6/23/1995
Inactive Filings			
EXPAND-A-GRIP ULTIMATE ... and Design 	U.S.	78/406619 4/22/2004	3136613 8/29/2006
BIGSHOT	China	4836972 8/15/2005	---
EXPAND-A-GRIP SUPREME and Design 	China	4842697 8/17/2005	4842697 11/21/2010
MICROCLUSTER	China	4908130 9/21/2005	---
MICRODOWN	China	4908129 9/21/2005	---
PERFECTLYNATURAL	China	4908128 9/21/2005	---
PERFECTLYNATURAL	China	4908127 9/21/2005	---

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
SENSESMARTFOAM	China	4908126 9/21/2005	----
SENSESMARTFOAM	China	4908152 9/21/2005	----