

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
Eugene Alletto		12/09/2013	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Bedgear, LLC		
Street Address:	110 Bi-County Boulevard		
City:	FARMINGDALE		
State/Country:	NEW YORK		
Postal Code:	11735		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86076464	PERFORMANCE PILLOW PROTECTOR	
Serial Number:	85953732	BASE LAYER	
Serial Number:	85953745	PERFORMANCE BASE LAYER	
CORRESPONDENCE DATA			
Fax Number:	6314067146		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6316569818		
Email:	npinou@slllp.com		
Correspondent Name:	Sorell, Lenna & Schmidt, LLP		
Address Line 1:	99 Smithtown Bypass		
Address Line 4:	Hauppauge, NEW YORK 11788		
ATTORNEY DOCKET NUMBER:	1735-TM-EA TO BEDGEAR		
NAME OF SUBMITTER:	Leo G. Lenna		

OP \$90.00 86076464

Signature:	/Leo G. Lenna/
Date:	12/12/2013
Total Attachments: 4 source=Assn - TM - Alletto to Bedgear#page1.tif source=Assn - TM - Alletto to Bedgear#page2.tif source=Assn - TM - Alletto to Bedgear#page3.tif source=Assn - TM - Alletto to Bedgear#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of December 9, 2013, by and between Eugene Alletto ("Alletto") and Bedgear, LLC, a Delaware limited liability company ("Bedgear").

WHEREAS, Alletto is the owner of those certain trademark registrations set forth in the attached Schedule A (the "Marks")

WHEREAS, Alletto and Bedgear are parties to a Contribution Agreement dated as of December 9, 2013, pursuant to which Alletto has agreed to contribute, convey, assign, transfer and deliver to Bedgear, and Bedgear has agreed to acquire and accept from Alletto, all of Alletto's right, title and interest in and to the Marks.

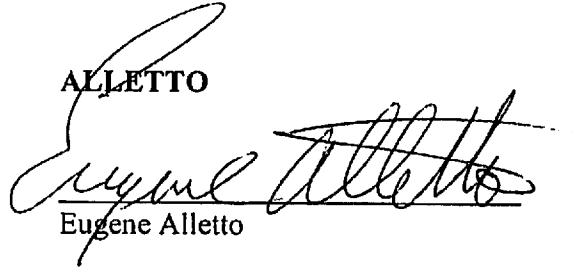
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Alletto and Bedgear each hereby agree as follows:

1. Assignment. Alletto hereby sells, assigns, transfers, conveys and delivers to Bedgear and its successors and assigns, and Bedgear hereby purchases and accepts from Alletto, all of Alletto's right, title and interest in, to and under the Marks, including, without limitation, all goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, and all applications for registrations thereof, together with the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of Alletto in all matters related thereto.
2. Further Assurances. Alletto agrees to execute and deliver such other documents and to take all such other actions as Bedgear, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths and other documentation as may be reasonably required to effect the terms of this Assignment.
3. Recordation. Alletto authorized and requests the Commission of Trademarks of the United States, and the corresponding entities or agencies in any country foreign to the United States, to record Bedgear as the assignee and owner of record of the Marks issued in the United States or registered in any corresponding jurisdiction.
4. Miscellaneous. This Assignment, and all claims or causes of action (whether at law, in contract or in tort) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance hereof, will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to conflicts of laws principles that would result in the application of the law of any other state. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment will not waive any of its rights under such terms or provisions. This Assignment will bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, each of Alletto and Bedgear has executed this Assignment as of the date first written above.

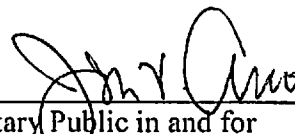
ALLETTO


Eugene Alletto

THE STATE OF NEW YORK
County of Suffolk

This instrument was executed before me on this 9th day of December, 2013, by
EUGENE ALLETTO, an individual.

WITNESS my hand and official seal.


Notary Public in and for
The State of New York

Joseph V. CUOMO
Printed or Typed Name of Notary

My Commission Expires 7-14-2015

JOSEPH V. CUOMO
Notary Public, State of New York
No. 02CU5082040
Qualified in Nassau County
Commission Expires July 14, 2015

BEDGEAR

BEDGEAR, LLC

By


Name: Eugene Alletto

Title: Chief Executive Officer and
President

SIGNATURE PAGES TO ALLETTO TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 005172 FRAME: 0811

Schedule A to Trademark Assignment

Marks

SLS Docket No. & Jurisdiction	Owner*	Mark	Intl. Class	Goods	Appl'n. No.	Filing Date	Status
FILED TRADEMARK APPLICATIONS							
1735-2 United States	Eugene Alletto	BASE LAYER	024	mattress protectors and pillow protectors	85/953732	06/07/2013	Will respond to Office Action by March 27, 2014
1735-3 United States	Eugene Alletto	PERFORMANCE BASE LAYER	024	mattress protectors and pillow protectors	85/953745	06/07/2013	Will file common ownership between marks to overcome likelihood of confusion rejection.
1735-33	Eugene Alletto, Jr.	PERFORMANCE PILLOW PROTECTOR	024	Pillow protectors	86/076464	9-27-2013	PENDING

SCHEDULE A TO ALLETTO TRADEMARK ASSIGNMENT