

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLEXIBLE FOAM PRODUCTS, LLC		03/31/2014	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	ADVANCED COMFORT PRODUCTS, INC.		
Street Address:	2155 S. Elizabeth St.		
City:	Spencerville		
State/Country:	OHIO		
Postal Code:	45887		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4171103	G FLEX	
Registration Number:	3001356	ADVANTAFLEX	
Registration Number:	3065129	ADAPTAFLEX	
Registration Number:	2953102	LIFESTYLE	
Registration Number:	3001359	STRATAFLEX	
Registration Number:	3502425	BIOFLEX	
Registration Number:	3011938	FLEXIBLE FOAM	
Registration Number:	3532260	BIOBOND	
Registration Number:	3199292	FLEXGUARD	
Registration Number:	3262375	FLEX LOCK	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-862-6371		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		

TRADEMARK

ATTORNEY DOCKET NUMBER:	14837-5 RMP
NAME OF SUBMITTER:	RENEE M. PRESCAN
SIGNATURE:	/RENEE M. PRESCAN/
DATE SIGNED:	04/01/2014
Total Attachments: 5 source=Flexible Foam - Advanced ComfortTrademark Assignment#page1.tif source=Flexible Foam - Advanced ComfortTrademark Assignment#page2.tif source=Flexible Foam - Advanced ComfortTrademark Assignment#page3.tif source=Flexible Foam - Advanced ComfortTrademark Assignment#page4.tif source=Flexible Foam - Advanced ComfortTrademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), dated the 31st day of March, 2014 ("Effective Date"), is made and entered into by FLEXIBLE FOAM PRODUCTS, LLC, an Ohio limited liability company ("Assignor") and ADVANCED COMFORT PRODUCTS, INC., a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, pursuant to that certain Asset Purchase Agreement, by and between Assignor and Assignee, dated as of the Effective Date (as amended, the "APA"), Assignor agreed to deliver to Assignee this Assignment with respect to the Trademarks (as defined herein); and

WHEREAS, pursuant to this Assignment, Assignor desires to assign to Assignee all of the Trademarks.

NOW, THEREFORE, for good and valuable consideration (including pursuant to the MIPA), the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows. Any capitalized term used herein, but not defined herein, shall have the meaning ascribed to it in the APA.

1. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of the trademark registrations and trademark applications set forth on Schedule 1 (together with all of the goodwill associated therewith) (collectively, the "Trademarks"), in the United States and elsewhere together with all (i) income, royalties, damages and payments accrued, due or payable as of the Closing (as defined in the APA) or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof), (ii) the right to sue and recover for past infringements or misappropriations thereof, and (iii) any and all corresponding rights that, now or hereafter, may be secured throughout the world).

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any equivalent authority, entity or agency or registrar to record Assignee as the assignee and owner of the Trademarks.

3. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal Law of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Delaware.


4. This Assignment and any signed agreement or instrument entered into in connection with this Assignment, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in

person. At the request of any party hereto, each other party hereto or thereto shall re-execute the original form of this Assignment and deliver such form to the other party. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

[Signature Page Follows]

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


FLEXIBLE FOAM PRODUCTS, LLC

By: 
Name: Candace S. Moeller
Title: Vice President

ADVANCED COMFORT PRODUCTS, INC.

By: 
Name: Candace S. Moeller
Title: President

Schedule 1

Trademark	Reg. No.	Application No.	Filing Jurisdiction	Filing Date	Owner
G FLEX	4,171,103	85/467,363	U.S.	11/8/2011	Flexible Foam Products, Inc.
AdvantaFlex	3,001,356	78/423,781	U.S.	5/24/2004	Flexible Foam Products, Inc.
Adaptaflex	3,065,129	78/423,810	U.S.	5/24/2004	Flexible Foam Products, Inc.
Lifestyle	2,953,102	78/174,665	U.S.	10/15/2002	Flexible Foam Products, Inc.
StrataFlex	3,001,359	78/423,880	U.S.	5/24/2004	Flexible Foam Products, Inc.
BioFlex	3,502,425	77/155,060	U.S.	4/12/2007	Flexible Foam Products, Inc.
BioFlex	TMA747360	1366141	Canada	10/3/2007	Flexible Foam Products, Inc.
BioFlex (in cl. 17)	1056584	888011	Mexico	10/10/2007	Flexible Foam Products, Inc.
BioFlex (in cl. 27)	1077149	888013	Mexico	10/10/2007	Flexible Foam Products, Inc.
BioFlex (in cl. 20)	1104600	888012	Mexico	10/10/2007	Flexible Foam Products, Inc.
	3,011,938	78/174,633	U.S.	10/15/2002	Flexible Foam Products, Inc.

BioBond	3,532,260	77/375,962	U.S.	1/19/2008	Flexible Foam Products, Inc.
FLEXGUARD	3,199,292	78/174,670	U.S.	10/15/2002	Flexible Foam Products, Inc.
Flex Lock	3,262,375	78/580,390	U.S.	3/4/2005	Flexible Foam Products, Inc.
Zzz Flex	N/A	N/A	U.S.	N/A	Flexible Foam Products, Inc.