

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357243

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corsicana Bedding, Inc.		09/29/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Corsicana Operating Co., LLC		
Street Address:	747 Third Avenue, 22nd Floor		
Internal Address:	c/o Long Point Capital, Inc.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	2924264	COMPLETE COMFORT	
Registration Number:	2770200	AMERICAN PEDIC	
Registration Number:	2845158	EUROPA	
Registration Number:	2425693	THE BETTER "PEDIC" MATTRESS	
Registration Number:	2615609	AIRSPRUNG	
Registration Number:	2006033	WORLD SLEEP PRODUCTS	
Registration Number:	1821387	IBC	
Registration Number:	1559853	MIRALUX	
Registration Number:	3143212	STERLING & THOMAS	
Registration Number:	2996082	NEXT GENERATION	
Registration Number:	2974404	PERMA SUPPORT	
Registration Number:	2979754	RETREAT	
Registration Number:	2974181	NATURE'S GLORY	
Registration Number:	2974047	VERTACARE	
Registration Number:	2931983	BODY RHYTHMS	
Registration Number:	2946790	POSTURE AIR	
Registration Number:	3014832	ALTERNATIVE SLEEP SYSTEMS	
Registration Number:	2948647	SLEEP IMPROVEMENT	

CH \$1115.00 2924264

Property Type	Number	Word Mark
Registration Number:	3120688	AIRTECH
Registration Number:	3094550	RESTORATIVE SLEEP SYSTEMS
Registration Number:	2986647	FENG SHUI COLLECTION
Registration Number:	4766743	SLEEPINC.
Registration Number:	4758213	SLEEPINC. DREAM BIG.
Registration Number:	4602341	DREAMGREEN
Registration Number:	4452377	CORSICANA BEDDING, INC DELIVERING QUALIT
Registration Number:	4260323	CORSICANA BEDDING
Registration Number:	4034772	SLEEP FOR TOMORROW
Registration Number:	4022633	RAVE
Registration Number:	4005237	SLEEP INC. DREAM BIG.
Registration Number:	4061149	VSS VERTICAL SUPPORT SYSTEM
Registration Number:	3827590	CORSICANA
Registration Number:	3676402	SAVING THE PLANET, ONE BED AT A TIME
Registration Number:	3676214	WORLDAPEDIC
Registration Number:	3676216	NATURE'S BARRIER
Registration Number:	3647395	EUPHORIA
Registration Number:	3758955	M MIRALUX
Registration Number:	3848443	AMERICAN PEDIC COLLECTION
Registration Number:	3785722	IB INTERNATIONAL BEDDING
Registration Number:	3575888	ORIGINS WHERE DREAMS BEGIN
Registration Number:	3693747	THE MATTRESS CHOICE, THAT MAKES A DIFFER
Registration Number:	3758463	NATURE'S ESSENCE
Registration Number:	3745753	ORIGINS
Registration Number:	3620201	NATUREFOAM
Registration Number:	3932665	RE NÜE

CORRESPONDENCE DATA

Fax Number: 6172359493

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

Phone: 617.951.7000

Email: trademarks@ropesgray.com

Correspondent Name: Joshua D. Talicska, Ropes & Gray LLP

Address Line 1: 800 Boylston Street

Address Line 2: Prudential Tower

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: 5461-179-001

NAME OF SUBMITTER: Joshua D. Talicska

SIGNATURE:	/Joshua D. Talicska/
DATE SIGNED:	10/02/2015
Total Attachments: 8 source=Coriscana Bedding - Trademark Assignment#page1.tif source=Coriscana Bedding - Trademark Assignment#page2.tif source=Coriscana Bedding - Trademark Assignment#page3.tif source=Coriscana Bedding - Trademark Assignment#page4.tif source=Coriscana Bedding - Trademark Assignment#page5.tif source=Coriscana Bedding - Trademark Assignment#page6.tif source=Coriscana Bedding - Trademark Assignment#page7.tif source=Coriscana Bedding - Trademark Assignment#page8.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is made as of September 29, 2015 by Corsicana Bedding, Inc., a Texas corporation (“**Assignor**”), in favor of Corsicana Operating Co., LLC, a Delaware limited liability company (the “**Assignee**”). Capitalized terms that are used but not defined in this Assignment will have the meanings ascribed to such terms in the CEPA (as defined below).

WHEREAS, Assignor is the registered owner of those certain trademark registrations and applications set forth in the attached Schedule A (the “**Trademarks**”); and

WHEREAS, pursuant to the Contribution and Equity Purchase Agreement (the “**CEPA**”) dated as of September 29, 2015, by and among Assignor, Assignee and the other parties thereto, Assignor has agreed to contribute, assign, transfer, convey and deliver all of its worldwide rights in, arising from or associated with the Trademarks to Assignee; and

WHEREAS, the CEPA obligates Assignor to execute this Assignment and, once executed, record the same with the U.S. Patent and Trademark Office (or equivalent foreign agency, as applicable) to evidence Assignor’s assignment of the Trademarks to Assignee.

NOW, THEREFORE, for the consideration set forth in the CEPA, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Rights. As of the date first written above, Assignor shall, and hereby does, irrevocably contribute, assign, transfer, convey and deliver to Assignee and its successors and assigns, and Assignee hereby accepts, all of Assignor’s worldwide rights, title and interests in and to:

- a. the Trademarks and all common law rights therein;
- b. the goodwill of the business symbolized by such Trademarks, together with Assignor’s business or that portion thereof to which the Trademarks pertain;
- c. the right to bring suit and recover damages for past, present or future infringement, dilution, misappropriation, violation or unlawful imitation of such Trademarks;
- d. all convention and treaty rights of all kinds, including, without limitation, all rights of priority in any country of the world, in and to such Trademarks; and
- e. all prosecution history files for such Trademark registrations and applications for Trademark registration in the possession of Assignor, as well as records, prototypes, specimens and materials contained in such files.

2. Recordation. As of the date first written above, Assignor authorizes and requests the U.S. Patent and Trademark Office, and any other official throughout the world whose duty it is to register and record ownership in trademark registrations and applications for registration, to record Assignee as the assignee and owner of any and all of Assignor’s rights in the Trademarks

being assigned to Assignee in accordance with Schedule A.

3. Appointment; Further Assurances. Assignor does hereby irrevocably appoint Assignee and its successors and assigns as Assignor's true and lawful attorney-in-fact, with full power of substitution, in Assignor's name and stead, and hereby authorizes Assignee, at Assignee's expense, to (a) execute on behalf of Assignor, all additional instruments, documents, and the like to perfect Assignee's rights, title and interests in and to the Trademarks and (b) do all other acts and things reasonably necessary or expedient in furtherance of such purpose. Such power-of-attorney, being coupled with an interest, shall be irrevocable. Notwithstanding the forgoing, Assignor agrees to take, at Assignee's expense, such further action, execute such additional documents and, in general, do all lawful things reasonably requested of Assignor by Assignee to perfect Assignee's rights, title and interests in and to the Trademarks and to carryout and fulfill the purposes and intent of this Assignment.

4. No Alteration. Nothing contained herein shall in any way alter, supersede, modify, or waive any of the provisions, including the representations, warranties, covenants, and agreements of, or any of the rights, remedies, or obligations of, any party set forth in the CEPA. In the event of any conflict or inconsistency between the terms of the CEPA and the terms hereof, the terms of the CEPA shall govern.


5. General. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Texas. This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Assignment may be executed in one or more counterparts, and a signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy. If any provision of this Assignment is held unenforceable by a court of competent jurisdiction, the other provisions will remain in full force and effect. If legally permitted, the unenforceable provision will be replaced with an enforceable provision that as nearly as possible gives effect to the parties' intent.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

CORSICANA BEDDING, INC.

By: 

Name: Carroll E. Moran

Title: Chairman/CEO

ASSIGNEE:

CORSICANA OPERATING CO., LLC

By: 

Name: Carroll E. Moran


Title: Chairman/CEO

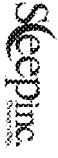
[Signature Page to Trademark Assignment]


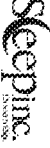
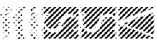

TRADEMARK
REEL: 005636 FRAME: 0539

SCHEDULE A



Trademarks

Trademark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
COMPLETE COMFORT	United States	Renewed (Registered)	78241476	24-APR-2003	2924264	01-FEB-2005
AMERICAN PEDIC	United States	Renewed (Registered)	76436042	29-JUL-2002	2770200	30-SEP-2003
EUROPA	United States	Renewed (Registered)	75858559	26-NOV-1999	2845158	25-MAY-2004
THE BETTER "PEDIC" MATTRESS	United States	Renewed (Registered)	75635888	08-FEB-1999	2425693	30-JAN-2001
AIRSPRUNG	United States	Renewed (Registered)	75360889	22-SEP-1997	2615609	03-SEP-2002
WORLD SLEEP PRODUCTS	United States	Renewed (Registered)	74735953	29-SEP-1995	2006033	08-OCT-1996
IBC and Design 	United States	Renewed (Registered)	74396652	01-JUN-1993	1821387	15-FEB-1994
MIRALUX	United States	Renewed (Registered)	73754428	27-SEP-1988	1559853	10-OCT-1989
STERLING & THOMAS	United States	Registered	78486421	20-SEP-2004	3143212	12-SEP-2006
NEXT GENERATION	United States	Registered	78408070	26-APR-2004	2996082	13-SEP-2005
PERMA SUPPORT	United States	Registered	78353437	17-JAN-2004	2974404	19-JUL-2005

RETREAT	United States	Registered	78353440	17-JAN-2004	2979754	26-JUL-2005
NATURE'S GLORY	United States	Registered	78329386	18-NOV-2003	2974181	19-JUL-2005
VERTACARE	United States	Registered	78319817	28-OCT-2003	2974047	19-JUL-2005
BODY RHYTHMS	United States	Registered	78312345	10-OCT-2003	2931983	08-MAR-2005
POSTURE AIR	United States	Registered	78308469	02-OCT-2003	2946790	03-MAY-2005
ALTERNATIVE SLEEP SYSTEMS	United States	Registered	78241485	24-APR-2003	3014832	15-NOV-2005
SLEEP IMPROVEMENT	United States	Registered	76325791	16-OCT-2001	2948647	10-MAY-2005
AIRTECH	United States	Registered	78693875	16-AUG-2005	3120688	25-JUL-2006
RESTORATIVE SLEEP SYSTEMS	United States	Registered Supplemental Register	78691820	12-AUG-2005	3094550	16-MAY-2006
FENG SHUI COLLECTION	United States	Registered Supplemental Register	78312340	10-OCT-2003	2986647	16-AUG-2005
SLEEPINC.	United States	Registered	85878237	17-MAR-2013	4766743	07-JUL-2015
SLEEPINC. DREAM BIG. and Design	United States	Registered	85878241	17-MAR-2013	4758213	23-JUN-2015
						
DREAMGREEN	United States	Registered	85871437	08-MAR-2013	4602341	09-SEP-2014

CORSICANA BEDDING, INC. DELIVERING QUALITY AND VALUE and Design	United States	Registered	85749471	09-OCT-2012	4452377	17-DEC-2013	
							
CORSICANA BEDDING	United States	Registered	85481837	28-NOV-2011	4260323	18-DEC-2012	
SLEEP FOR TOMORROW	United States	Registered	85254201	01-MAR-2011	4034772	04-OCT-2011	
RAVE	United States	Registered	85240031	11-FEB-2011	4022633	06-SEP-2011	
SLEEP INC. DREAM BIG. and Design	United States	Registered	85145406	05-OCT-2010	4005237	02-AUG-2011	
							
VSS VERTICAL SUPPORT SYSTEM and Design	United States	Registered	85112726	20-AUG-2010	4061149	22-NOV-2011	
							
CORSICANA and Design	United States	Registered	77896590	18-DEC-2009	3827590	03-AUG-2010	
							

SAVING THE PLANET, ONE BED AT A TIME	United States	Registered	77676501	23-FEB-2009	3676402	01-SEP-2009
WORLDAPEPIC	United States	Registered	77673236	18-FEB-2009	3676214	01-SEP-2009
NATURE'S BARRIER	United States	Registered	77673247	18-FEB-2009	3676216	01-SEP-2009
EUPHORIA	United States	Registered	77632752	14-DEC-2008	3647395	30-JUN-2009
MIRALUX and Design	United States	Registered	77632730	14-DEC-2008	3758955	09-MAR-2010
 MIRALUX						
AMERICAN PEDIC COLLECTION (Stylized)	United States	Registered	77632734	14-DEC-2008	3848443	14-SEP-2010
 AMERICAN PEDIC COLLECTION						
IB INTERNATIONAL BEDDING and Design	United States	Registered	77632737	14-DEC-2008	3785722	04-MAY-2010
 International Bedding						
ORIGINS WHERE DREAMS BEGIN and Design	United States	Registered	77518316	09-JUL-2008	3575888	17-FEB-2009
 ORIGINS						

THE MATTRESS CHOICE, THAT MAKES A DIFFERENCE	United States	Registered	77507644	25-JUN-2008	3693747	06-OCT-2009
NATURE'S ESSENCE	United States	Registered	77507629	25-JUN-2008	3758463	09-MAR-2010
ORIGINS	United States	Registered	77410240	29-FEB-2008	3745753	09-FEB-2010
NATUREFOAM	United States	Registered	77314150	26-OCT-2007	3620201	12-MAY-2009
RENUE	United States	Registered	78608829	14-APR-2005	3932665	15-MAR-2011
CORSICANA BEDDING, INC. DELIVERING QUALITY AND VALUE & Design	Canada	Registered	1597618	10-OCT-2012	TMA896352	12-FEB-2015
 <small>Designing Quality and Value</small>						
CORSICANA BEDDING	Canada	Registered	1597390	09-OCT-2012	TMA896353	12-FEB-2015
CORSICANA BEDDING, INC. and Design	China	REGISTRATION (REGISTERED)	11633382	22-OCT-2012	11633382	21-APR-2014
						
CORSICANA BEDDING	International Register (Designated Country: China)	REGISTRATION (REGISTERED)			1133623	24-SEP-2012