

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380809

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hickory Springs Manufacturing Company		04/15/2016	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Elite Comfort Solutions LLC		
Street Address:	1545 Deborah Herman Road		
City:	Conover		
State/Country:	NORTH CAROLINA		
Postal Code:	28612		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3321292	PRESERVE	
Registration Number:	3345806	PRESERVE	
Registration Number:	1622514	CODE RED II	
Registration Number:	1622515	CODE*RED II	
Registration Number:	1349368	CODE RED	
Registration Number:	1009925	CITY GIRL	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>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.</i>			
Phone:	312-577-8438		
Email:	raquel.haleem@kattenlaw.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	386565-00011		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	04/15/2016		

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Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”), dated as of April 15, 2016, is made by HICKORY SPRINGS MANUFACTURING COMPANY, a corporation organized and existing under the laws of North Carolina (“Assignor”), in favor of ELITE COMFORT SOLUTIONS LLC (f/k/a SPECIALTY FOAM HOLDINGS LLC), a limited liability company organized and existing under the laws of Delaware (“Buyer”), the purchaser of certain assets of Sellers (as defined below) pursuant to an Asset Purchase Agreement dated as of March 16, 2016 among Seller, Hickory Springs of California, LLC (“Hickory CA”, and together with Assignor, “Sellers”), and Buyer (the “Purchase Agreement”).

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to convey, transfer and assign to Buyer, among other assets, certain intellectual property of Sellers including the Assigned Trademarks (as defined below), and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Transfer. Assignor and Assignee hereby acknowledge and agree that the assignment of the Assigned Trademarks hereunder is being made in connection with the transfer of the portion of the business to which the Assigned Trademarks relate, and such business is ongoing and existing.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, as well as its corresponding entities or agencies in any applicable foreign countries, to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. Assignor and Buyer acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded, expanded, modified or supplemented hereby, but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Trademark Assignment, the terms of the Purchase Agreement will govern and control.

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

6. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

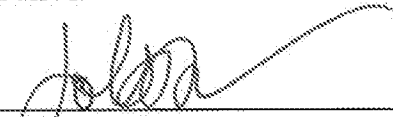
7. Governing Law. This Trademark Assignment and the rights and duties of the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the United States and the internal laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

HICKORY SPRINGS MANUFACTURING
COMPANY

By: 
Name: John R. Mayo
Title: Vice President, General Counsel & Secretary

BUYER:

ELITE COMFORT SOLUTIONS LLC

By: _____
Name: Dino Rossi
Title: President

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark Assignment as of the date first written above.


ASSIGNOR:

HICKORY SPRINGS MANUFACTURING
COMPANY

By: _____
Name: _____
Title: _____

BUYER:

ELITE COMFORT SOLUTIONS LLC

By:  _____
Name: Dino Rossi
Title: President



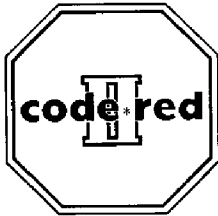


[Signature Page to Trademark Assignment Agreement]

Schedule 1

Assigned Trademarks

[Schedule 1 to Trademark Assignment Agreement]

Schedules to Trademark Assignment

COUNTRY	MARK	CLASS	APP. NO. / FILING DATE REG. NO. / REG. DATE
USPTO	<p>PRESERVE</p> 	<p>INT. CL. 17 FOAM FOR USE IN UPHOLSTERED FURNITURE AND BEDDING PRODUCTS</p> <p>First Used: 06-FEB-2006 (IC 17) In Commerce: 06-FEB-2006</p>	<p>App 78831929 App 08-MAR-2006 Reg 3321292 Reg 23-OCT-2007</p>
USPTO	<p>PRESERVE</p> 	<p>INT. CL. 17 FOAM FOR USE IN UPHOLSTERED FURNITURE AND BEDDING PRODUCTS</p> <p>First Used: 06-FEB-2006 (IC 17) In Commerce: 06-FEB-2006</p>	<p>App 78828744 App 03-MAR-2006 Reg 3345806 Reg 27-NOV-2007</p>
USPTO	<p>CODE RED II</p> <p>Cross References: CODE 2 RED</p> 	<p>INT. CL. 17 FLEXIBLE FOAM MATERIAL USED FOR FURNITURE CUSHIONS AND BEDDING</p> <p>First Used: 05-MAR-1986 (IC 17) In Commerce: 05-MAR-1986</p>	<p>App 74030889 App 20-FEB-1990 Reg 1622514 Reg 13-NOV-1990</p>
USPTO	<p>CODE*RED II</p> <p>Cross References: CODE RED 2</p> 	<p>INT. CL. 17 FLEXIBLE FOAM MATERIAL USED FOR FURNITURE CUSHIONS AND BEDDING</p> <p>First Used: 05-MAR-1986 (IC 17) In Commerce: 05-MAR-1986</p>	<p>App 74030981 App 20-FEB-1990 Reg 1622515 Reg 13-NOV-1990</p>
USPTO	<p>CODE RED</p>	<p>INT. CL. 17 FLEXIBLE FOAM MATERIAL USED FOR FURNITURE CUSHIONS AND BEDDING</p> <p>First Used: 07-DEC-1984 (IC 17) In Commerce: 07-DEC-1984</p>	<p>App 73518693 App 22-JAN-1985 Reg 1349368 Reg 16-JUL-1985</p>
Canada	<p>PRESERVE & DESIGN</p> <p>Thomson CompuMark Trademark: PRESERVE</p> 	<p>(1) Foam for use in upholstered furniture and bedding products.</p>	<p>App 1428818 App 24-FEB-2009 Reg TMA777347 Reg 16-SEP-2010</p>
Canada	<p>PRESERVE</p> <p>Thomson CompuMark Trademark: PRESERVE</p>	<p>(1) Foam for use in upholstered furniture and bedding products.</p>	<p>App 1379619 App 17-JAN-2008 Reg TMA746180 Reg 26-AUG-2009</p>

COUNTRY	MARK	CLASS	APP. NO. / FILING DATE REG. NO. / REG. DATE
Mexico	ISOPRESERVE	Goods and Services Translation: POLYURETHANE FOAM FOR FURNITURE AND BED LINEN.	App 840380 App 05-MAR-2007 Reg 1009925 Reg 31-OCT-2007
Mexico	ISOPLUSH ISOPLUSH	Goods and Services Translation: FOAM FOR POLYURETHANE FOR FURNITURE AND BED CLOTHES.	App 840379 App 02-MAR-2007 Reg 981632 Reg 23-APR-2007
Mexico	ISOFLEX	Goods and Services Translation: POLYURETHANE FOAM FOR STUFFING, FURNITURE, BEDDING, EXCLUDING HOSPITAL MEDICAL PRODUCTS	App 840378 App 02-MAR-2007 Reg 989007 Reg 22-JUN-2007