

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404049

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/02/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rapid Air LLC		10/24/2016	Limited Liability Company: WISCONSIN

RECEIVING PARTY DATA

Name:	American National Manufacturing, Inc.
Street Address:	252 Mariah Circle
City:	Corona
State/Country:	CALIFORNIA
Postal Code:	92879
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3468662	.88 PSI MEMORY FULL PUMP
Registration Number:	4724722	ENDLESS COMFORT
Registration Number:	3468663	
Registration Number:	4713719	LUMBAIR
Registration Number:	3468661	RAPIDAIR SYSTEMS
Registration Number:	4359045	RAPIDAIR S Y S T E M S
Registration Number:	4544404	YOU DON'T FEEL THE SAME WAY EVERY DAY, S

CORRESPONDENCE DATA

Fax Number: 8164743216

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: 8162928307

Email: sfbbaaction@spencerfane.com

Correspondent Name: Kyle L. Elliott

Address Line 1: 1000 Walnut Street

Address Line 2: Suite 1400

Address Line 4: Kansas City, MISSOURI 64106

ATTORNEY DOCKET NUMBER: 5015342-22

OP \$190.00 3468662

NAME OF SUBMITTER:	Kyle L. Elliott
SIGNATURE:	/kle/
DATE SIGNED:	11/01/2016
Total Attachments: 6 source=RAPID AIR LLC ASSIGNMENT#page1.tif source=RAPID AIR LLC ASSIGNMENT#page2.tif source=RAPID AIR LLC ASSIGNMENT#page3.tif source=RAPID AIR LLC ASSIGNMENT#page4.tif source=RAPID AIR LLC ASSIGNMENT#page5.tif source=RAPID AIR LLC ASSIGNMENT#page6.tif	

RAPID AIR LLC

NUNC PRO TUNC TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into effective as of May 2, 2016, ("Effective Date"), by and between Rapid Air LLC, a Wisconsin limited liability company, ("Assignor"), and American National Manufacturing, Inc., a corporation duly organized and existing under the laws of the State of California, having its principal office and place of business at 252 Mariah Circle, Corona, California 92879, ("Assignee"). This Assignment supplements the Asset Purchase Agreement dated May 2, 2016, as the Assignment regards the assignment and transfer of the entire right, title, and interests in and to the Marks as listed on the attached Schedule B.

WHEREAS, Assignee desires to acquire said Marks, and any subsequent registrations therefor and all of the rights to and interest therein.

NOW, THEREFORE, TO ALL CONCERNED, be it known for and in consideration of the Asset Purchase Agreement, the sum of One Dollar (\$1.00), and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby makes the transfer and assignment of all rights in the Marks as follows:

1. Assignor does sell, assign, and transfer all its right, title, and interest, anywhere in the world, in and to the Marks unto Assignee, the application and subsequent registration therefor, together with the goodwill of the business in connection with which said Marks are used and that part of the goodwill of the business connected with the use of and symbolized by the said Marks.

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TRADEMARK
REEL: 005912 FRAME: 0033

2. Assignor further agrees to execute and deliver such other or further documents or instruments as may be necessary, in the judgment of Assignee's counsel, to perfect Assignee's rights in and to the said Marks.

3. This Assignment provided hereby includes any and all rights, use for and recover all damages for infringement of the said Marks, whether such infringement occurred in the past or occurs in the future, as fully as if Assignor had filed such action in its own name. Further, Assignor agrees to cooperate in any such actions the extent reasonably required by Assignee to enforce the rights transferred hereunder.

IN WITNESS WHEREOF, all parties have set their hands and seals on the dates given.

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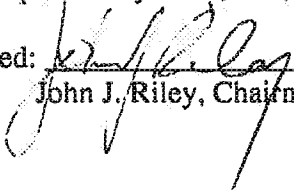
TRADEMARK
REEL: 005912 FRAME: 0034

ASSIGNOR

Date: Oct 26, 2014

Rapid Air LLC,
a Wisconsin limited liability company

By Rapid Air Systems, Inc., its sole member

Signed: 
John J. Riley, Chairman

ASSIGNEE

Date: _____

American National Manufacturing, Inc.,
a California corporation

By _____
Craig Miller, President

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ASSIGNOR

Date: _____

Rapid Air LLC,
a Wisconsin limited liability company

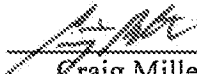
By Rapid Air Systems, Inc., its sole member

Signed: _____
John J. Riley, Chairman

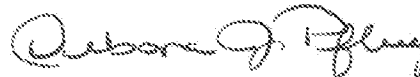
ASSIGNEE

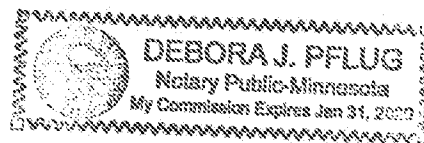
Date: Oct. 24, 2016

American National Manufacturing, Inc.,
a California corporation

By 
Craig Miller, President

Subscribed and sworn to before
me this 24th day of October, 2016
by Craig Miller





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Schedule B

TRADEMARKS

Country	Mark	Registration No.	Registration Date	Class
US	.88 PSI MEMORY FULL PUMP & Design	3,468,662	July 15, 2008	Int.7, 20
US	ENDLESS COMFORT	4,724,722	April 21, 2015	Int. 7, 20
Argentina	LITTLE MAN Logo	2,235,883	June 24, 2008	Int. 20
Argentina	LITTLE MAN Logo	2,428,859	March 23, 2011	Int. 10
Argentina	LITTLE MAN Logo	2,235,882	June 24, 2008	Int. 7
Australia	LITTLE MAN Logo	1,186,480	July 9, 2007	Int. 7, 10, 20
Canada	LITTLE MAN Logo	757,289	January 19, 2010	Uncl. 84
EP Community	LITTLE MAN Logo	6,112,346	November 13, 2008	Int. 7, 10, 17, 20
Mexico	LITTLE MAN Logo	1,059,229	July 10, 2007	Int. 10
Mexico	LITTLE MAN Logo	1,089,298	July 10, 2007	Int. 20
Mexico	LITTLE MAN Logo	1,057,844	July 10, 2007	Int. 7
New Zealand	LITTLE MAN Logo	771,812	January 11, 2007	Int. 7, 10, 20
US	LITTLE MAN Logo	3,468,663	July 15, 2008	Int. 20
US	LUMBAIR	4,713,719	March 31, 2015	Int. 7, 20
Argentina	RAPIDAIR SYSTEMS	2,235,884	June 24, 2008	Int. 7
Argentina	RAPIDAIR SYSTEMS	2,491,220	February 23, 2012	Int. 10
Argentina	RAPIDAIR SYSTEMS	2,235,885	June 24, 2008	Int. 20

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Australia	RAPIDAIR SYSTEMS	1,186,481	July 9, 2007	Int. 7, 10, 20
Canada	RAPIDAIR SYSTEMS	759,203	February 10, 2010	Uncl. 84
EP Community	RAPIDAIR SYSTEMS	6,110,704	August 28, 2008	Int. 7, 10, 17, 20
Mexico	RAPIDAIR SYSTEMS	1,085,624	July 10, 2007	Int. 20
New Zealand	RAPIDAIR SYSTEMS	771,814	January 11, 2007	Int. 7, 10, 20
US	RAPIDAIR SYSTEMS	3,468,661	July 15, 2008	Int. 7, 20
US	RAPIDAIR SYSTEMS Logo	4,359,045	June 25, 2013	Int. 7, 20
US	YOU DON'T FEEL THE SAME WAY EVERY DAY, SO WHY SHOULD YOUR BED?	4,544,404	June 3, 2014	Int. 7, 20

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