

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408474

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sun Mattress, LLC		09/23/2016	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Sleep Products, Inc.		
Street Address:	901 Park Place		
City:	New Albany		
State/Country:	INDIANA		
Postal Code:	47150		
Entity Type:	Corporation: KENTUCKY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3364414	BRAGADA MATTRESSES	
Registration Number:	3369464	BRAGADA... THE MATTRESS OF YOUR DREAMS	
CORRESPONDENCE DATA			
Fax Number:	5025811087		
<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:	502-568-0225		
Email:	cstewart@fbtlaw.com		
Correspondent Name:	Cynthia L. Stewart		
Address Line 1:	400 W. Market Street		
Address Line 2:	32nd Floor		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Cynthia L. Stewart		
SIGNATURE:	/Cynthia L. Stewart/		
DATE SIGNED:	12/11/2016		
Total Attachments: 4			
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OP \$65.00 3364414

INSTRUMENT OF TRANSFER

This is an Instrument of Transfer dated as of November 23, 2016, from SUN MATTRESS, LLC, an Indiana limited liability company ("*Sun Mattress*"), to SLEEP PRODUCTS, INC., a Kentucky corporation ("*Sleep Products*").

Recitals

- A. Sleep Products is the sole member of Sun Mattress.
- B. Sleep Products has authorized and approved (i) the dissolution of Sun Mattress, (ii) the filing of Articles of Dissolution, which were filed with the Indiana Secretary of State on November 22, 2016, and (iii) the winding up of Sun Mattress' business.
- C. Having either discharged or made adequate provision for the discharge of Sun Mattress' liabilities, Sun Mattress wishes to distribute to Sleep Products as its sole member all of Sun Mattress' remaining property and assets pursuant to the terms of this Instrument of Transfer.

NOW, THEREFORE, the parties hereto agree as follows:

1. Transfer of Assets. In connection with the Dissolution, Sun Mattress hereby transfers and conveys to Sleep Products all of Sun Mattress' right, title and interest in and to all of its remaining assets, including, without limitation, those assets described on Exhibit A attached hereto and incorporated herein (the "*Assets*"). SUN MATTRESS HEREBY EXCLUDES, AND SLEEP PRODUCTS HEREBY WAIVES, ALL WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SLEEP PRODUCTS ACKNOWLEDGES AND AGREES THAT IT IS ACQUIRING THE ASSETS ON AN "AS IS, WHERE IS" BASIS.

2. Assignment of Obligations.

(a) Sun Mattress hereby transfers, assigns and conveys to Sleep Products and its successors and assigns, all of Sun Mattress' right, title and interest in and to the contracts, licenses and other commitments relating to the Assets, including, without limitations, those contracts listed on Exhibit B attached hereto and incorporated herein (the "*Contracts*").

(b) Sleep Products hereby assumes the obligations of Sun Mattress under the Contracts which are to be performed after the date of this Instrument of Transfer, and any liabilities with respect to the Contracts which arise or accrue after the date of this Instrument of Transfer.

3. Further Assurances. From time to time at another party's request and without further consideration, a party shall execute and deliver such further instruments of conveyance,

assignment and transfer, and take such other actions as the requesting party may reasonably request, in order to more effectively convey and transfer any of the Assets or Contracts.

4. Entire Agreement. All prior negotiations and agreements by and among the parties hereto with respect to the subject matter hereof are superseded by this Instrument of Transfer, and there are no representations, warranties, understandings or agreements with respect to the subject matter hereof other than those expressly set forth in this Instrument of Transfer or on an Exhibit delivered in connection herewith.

5. Governing Law. This Instrument of Transfer shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Kentucky. Each party agrees that any action brought in connection with this Instrument of Transfer against another shall be filed and heard in Jefferson County, Kentucky, and each party hereby submits to the jurisdiction of the Circuit Court of Jefferson County, Kentucky, and the U.S. District Court for the Western District of Kentucky, Louisville Division.

6. Counterparts. This Instrument of Transfer may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

7. Severability. If any provision of this Instrument of Transfer or its application will be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other applications of that provision, and of all other provisions and applications hereof, will not in any way be affected or impaired. If any court shall determine that any provision of this Instrument of Transfer is in any way unenforceable, such provision shall be reduced to whatever extent is necessary to make such provision enforceable.

8. Benefit and Binding Effect. This Instrument of Transfer shall be binding upon, and shall inure to the benefit of, Sun Mattress and Sleep Products and each of their successors and assigns.

IN WITNESS WHEREOF, the authorized representatives of Sun Mattress and Sleep Products have duly executed and delivered this Instrument of Transfer as of November 23, 2016.

SUN MATTRESS, LLC

By SLEEP PRODUCTS, INC.,
as sole member

By 
Lee D. Quinn, CEO

SLEEP PRODUCTS, INC.

By 
Lee D. Quinn, CEO

EXHIBIT A TO INSTRUMENT OF TRANSFER

Assets

The Assets include the following:

1. All cash and cash equivalents of Sun Mattress.
2. All intellectual property of Sun Mattress, including without limitation the following:
 - a. Domain names:
 - i. GoDaddy: 39642400
 1. bragada-mattress.com
 2. ebedbuys.com
 3. mattressofyourdreams.com
 4. eadjustablebed.com
 5. globalmattressgroup.com
 6. bragada.com
 - ii. GoDaddy: 43926723
 1. ebed.com
 - b. Trade names:
 - i. Sun Mattress, LLC
 - ii. Global Mattress Group, LLC
 - iii. Bragada
 - c. Trademarks:

Trademark	Filing Date	Serial No.	Mark Type	Reg. No.	Reg. Date	Owner of Record
Bragada Mattresses	12-8-2006	77059767	Service Mark	3364414	1-8-2008	Global Mattress Group, LLC
Bragada... The Mattress of Your Dreams	8-30-2006	78963487	Service Mark	3369464	1-15-2008	Global Mattress Group, LLC

EXHIBIT B TO INSTRUMENT OF TRANSFER

Contracts

None.