

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sleep Products, Inc.		12/13/2016	Corporation: KENTUCKY
RECEIVING PARTY DATA			
Name:	Visionary Sleep, LLC		
Street Address:	12 S. Wynstone Drive		
City:	North Barrington		
State/Country:	ILLINOIS		
Postal Code:	60010		
Entity Type:	Limited Liability Company: DELAWARE		
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:	3128767934		
<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:	3128762837		
Email:	hope.karmo@dentons.com		
Correspondent Name:	Dentons US LLP - Tara Reedy Sliva		
Address Line 1:	P.O. Box #061080		
Address Line 2:	Wacker Drive Station, Willis Tower		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	09815200-000017		
NAME OF SUBMITTER:	Tara Reedy Sliva		
SIGNATURE:	/tara reedy sliva/		
DATE SIGNED:	02/14/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "**Assignment**") is dated December 13, 2016 between **SLEEP PRODUCTS, INC.**, a Kentucky corporation ("**Assignor**"), and **VISIONARY SLEEP, LLC**, a Delaware limited liability company ("**Assignee**").

RECITALS

WHEREAS, the Assignor, Assignee and others have entered into that certain Asset Purchase Agreement dated December 13, 2016 (the "**Purchase Agreement**");

WHEREAS, the Assignor desires to assign all of its right, title and interest in and to the trademarks set forth on Exhibit A (collectively, the "**Marks**") to the Assignee and the Assignee desires to acquire all of Assignor's right, title and interest in and to the Marks.

NOW, THEREFORE, for the good and valuable consideration set forth herein, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

AGREEMENTS

1. Pursuant to and for the consideration set forth in the Purchase Agreement, the Assignor agrees to sell, assign, transfer, convey and deliver, and hereby irrevocably sells, assigns, transfers, conveys and delivers to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill associated with the Marks, together with (i) all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, and (ii) all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "**Commissioner**"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Assignment. The Assignor hereby further requests the Commissioner and his or her non-American counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. Effective as of the date of this Assignment, this Assignment contains the complete, full, and exclusive understanding of the Assignor and the Assignee as to its subject matter and supersedes any prior agreement between the Assignor and the Assignee regarding the Marks and rights described herein.

4. Upon reasonable request by the Assignee, the Assignor shall execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations,

oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to all Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce all Marks. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as such Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of such Assignor, to execute any such further papers.

5. This Assignment may be executed in one or more counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement, and any such executed counterpart may be delivered by transmission of the manually signed document by facsimile transmission or in "pdf" form delivered by electronic mail, and such facsimile or "pdf" representation of such manual signature will constitute execution thereof.

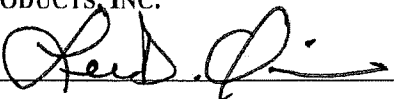
6. This Assignment will be governed, construed and interpreted in accordance with the laws of Illinois, without reference to rules of conflicts or choice of laws.

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IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

SLEEP PRODUCTS, INC.

By: 

Name: Lee D. Quinn

Title: Chief Executive Officer

Address for Notices:

Sleep Products, Inc.
12820 Bennettsville Road
Memphis, Indiana 47143
Attention: Lee D. Quinn

ASSIGNEE:

VISIONARY SLEEP, LLC

By: _____

Name: Robert L. Sherman

Title: Chief Executive Officer

Address for Notices:

Visionary Sleep LLC
12 S. Wynstone Drive
North Barrington, Illinois 60010
Attention: Robert L. Sherman

Trademark Assignment - SPI

101933236

TRADEMARK
REEL: 005988 FRAME: 0333

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ASSIGNOR:

SLEEP PRODUCTS, INC.

By: _____

Name: Lee D. Quinn

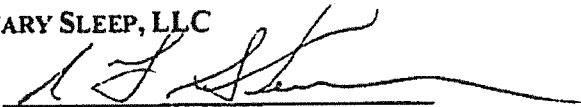
Title: Chief Executive Officer

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Sleep Products, Inc.
12820 Bennettsville Road
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ASSIGNEE:

VISIONARY SLEEP, LLC

By:  _____

Name: Robert L. Sherman

Title: Chief Executive Officer

Address for Notices:

Visionary Sleep LLC
12 S. Wynstone Drive
North Barrington, Illinois 60010
Attention: Robert L. Sherman

Trademark Assignment - SPI

10193225

TRADEMARK
REEL: 005988 FRAME: 0334

Exhibit A

Trademark Applications and Registrations

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	Sun Mattress, LLC
Bragada... The Mattress of Your Dreams	8-30-2006	78963487	Service Mark	3369464	1-15-2008	Global Mattress Group, LLC