

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM517569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KNOPF SYSTEMS, LLC		04/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sleep Outfitters USA, LLC		
Street Address:	1000 Tempur Way		
City:	LEXINGTON		
State/Country:	KENTUCKY		
Postal Code:	40511		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2776269	SLEEP OUTFITTERS	
Registration Number:	2943372	IMS	
Registration Number:	2943371	INNOVATIVE MATTRESS SOLUTIONS	
Registration Number:	1237826	MATTRESS WAREHOUSE	
Registration Number:	1949000	MATTRESS WAREHOUSE	
Registration Number:	3652314	OUTFITTING YOU FOR A HEALTHY LIFE	
Registration Number:	3834657	SLEEP LIKE A CHAMPION PLAY LIKE A CHAMPI	
Registration Number:	5087701	OUTFITTERS COLLECTION	
Registration Number:	5001556	SLEEP OUTFITTERS	
Registration Number:	5001557	SLEEP OUTFITTERS	
Registration Number:	5001559	IMS INNOVATIVE MATTRESSSS SOLUTIONS	
Registration Number:	4901960	SLEEP LIKE A CHAMPION	
Registration Number:	5200005	MAKE IT GREAT WHEN YOU ELEVATE	
Registration Number:	5444767	OUTFITTERS TO GO	
Registration Number:	4485321	UDREAM	
Registration Number:	4425208	UDREAM	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$415.00 2776269

Fax Number: 3125548015

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: 312-554-8000

Email: BLC@pattishall.com, kep@pattishall.com

Correspondent Name: Bradley L. Cohn

Address Line 1: 200 South Wacker Drive, Suite 2900

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	2772-028
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NAME OF SUBMITTER:	Bradley L. Cohn
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SIGNATURE:	/bradleycohn/
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DATE SIGNED:	04/05/2019
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Total Attachments: 5

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SHORT FORM TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, effective as of April 1, 2019 (such date, the “Effective Date”, and such agreement, this “Trademark Assignment”), is between Knopf Systems, LLC, a Delaware limited liability company, having its principal executive offices at 1056 Wellington Way, Suite 200, Lexington, KY 40513 (“Assignor”) and Sleep Outfitters USA, LLC, a Delaware limited liability company having its principal executive offices at 1000 Tempur Way, Lexington, Kentucky 40511 (“Assignee”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark registrations and trademark applications set forth on Schedule 1 (the “Assigned Trademarks”) and all goodwill associated therewith or symbolized thereby; and

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Assigned Trademarks and all goodwill associated therewith or symbolized thereby.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby irrevocably assigns, transfers, sells and conveys to Assignee, and Assignee hereby accepts, all of Assignor’s entire right, title and interest in and to the Assigned Trademarks worldwide, and any renewals thereof, all registrations that have been or may be granted thereon, all common law rights thereto and all goodwill associated therewith or symbolized thereby (including the right to renew any registrations included in the Assigned Trademarks, the right to apply for trademark registrations worldwide based in whole or in part upon the Assigned Trademarks and any priority right that may arise from the Assigned Trademarks), together with all income, royalties, damages and payments due or payable with respect to the Assigned Trademarks, all rights to sue in law and/or in equity for past, present and future infringement, impairment, misappropriation, dilution or other violation of the Assigned Trademarks, all rights to recover damages or lost profits in connection therewith, the right to prosecute, maintain and defend the Assigned Trademarks and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Assigned Trademarks, including the right to fully and entirely stand in the place of Assignor in all matters related thereto, the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. The assignment contemplated herein is meant to be an absolute assignment and not by way of security. Assignor retains no ownership rights in the Assigned Trademarks and the rights transferred to Assignee under this Trademark Assignment.

2. Cooperation. Assignor shall take all actions, including executing, notarizing and delivering documents that Assignee may reasonably request to effect the terms of this Trademark Assignment and to perfect Assignee’s title in and to the Assigned Trademarks. If Assignor fails to promptly take or execute any such action or document after written request by Assignee, or is otherwise unable to do so, Assignor hereby constitutes and appoints Assignee as true and lawful agent and attorney-in-fact of Assignor, with full power of substitution, in the name and stead of Assignor but on behalf and for the benefit of Assignee, to take and execute in the name of Assignor any and all actions and documents that may be deemed proper to effect the assignments contemplated in this Trademark Assignment. Assignor agrees that Assignor will, at Assignee’s preapproved cost, reasonably cooperate with Assignee in the prosecution of the applications included in the Assigned Trademarks in any and all countries or jurisdictions.

3. Recordation. Assignee shall be solely responsible for all actions whatsoever associated with the perfection of Assignee's right, title, and interest in and to the Assigned Trademarks and recordation and/or registration of this Trademark Assignment or any other document evidencing the assignment to Assignee of the Assigned Trademarks. The Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or jurisdictions or multinational authorities, to record Assignee as the assignee and owner of the Assigned Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.

4. Governing Law and Venue. This Trademark Assignment will be governed by the governing law and venue provisions of Section 8 of that certain Intellectual Property Assignment Agreement, dated as of April 1, 2019, by and between Innovative Mattress Solutions, LLC; Knopf Systems, LLC; K.B. & Associates, Incorporated; Brown Immobilien LLC; Sleep Outfitters of Kentucky, LLC; Sleep Outfitters of Ohio LLC; Sleep Outfitters of Tennessee LLC; Sleep Outfitters of Alabama LLC; Sleep Outfitters of Indiana LLC; Sleep Liquidators LLC; Sleep Outfitters of West Virginia; and Assignee (the "Intellectual Property Assignment Agreement").

5. General Provisions. This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment. This Trademark Assignment is entered into pursuant to the Assignment Agreement, and to the extent of any conflict between this Trademark Assignment and the Assignment Agreement, the Assignment Agreement will govern. This Trademark Assignment, along with its Schedule, the Intellectual Property Assignment Agreement, along with its Schedules, and that certain Asset Purchase Agreement, dated as of February 12, 2019, by and between Innovative Mattress Solutions, LLC; Knopf Systems, LLC; K.B. & Associates, Incorporated; Brown Immobilien LLC; Sleep Outfitters of Kentucky, LLC; Sleep Outfitters of Ohio LLC; Sleep Outfitters of Tennessee LLC; Sleep Outfitters of Alabama LLC; Sleep Outfitters of Indiana LLC; Sleep Liquidators LLC; Sleep Outfitters of West Virginia; and Tempur World, LLC (who has assigned its rights thereunder to Assignee), and its Schedules and Exhibits, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof. This Trademark Assignment and any provision hereof may not be waived, amended, changed, supplemented, discharged, altered, modified or terminated in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Trademark Assignment shall not waive any of its rights under such terms or provisions. As used in this Trademark Assignment, "including" is not intended to be exclusive, or to limit the generality of the preceding words, and means "including, without limitation." This Trademark Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

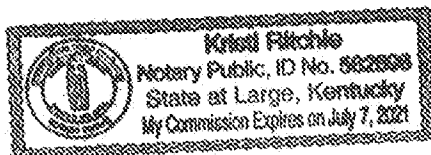
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IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representatives as of the Effective Date.

KNOPF SYSTEMS, LLC

By Kimberly B. Knopf
Name: Kimberly B. Knopf
Title: Manager
Date: March 28, 2019

This 28th day of March, 2019, before me personally came the above Kimberly B. Knopf, in her capacity as Manager of Knopf Systems, LLC, to me personally known as the individual who executed the foregoing assignment, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.



Kristi Fitchie
Notary Public


SLEEP OUTFITTERS USA, LLC

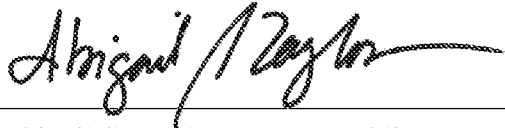
By _____

Name: Bhaskar Rao

Title: Manager

Date: March 29, 2019

This 29th day of March, 2019, before me personally came the above Bhaskar Rao, to me personally known as the individual who executed the foregoing assignment, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.




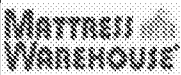



Abigail S. Taylor, Notary Public

State at Large, Kentucky

Notary ID: 617751

My Commission Expires: March 2, 2023

Schedule 1

Jurisdiction	Mark	Serial No.	Filing Date	Registration No.	Registration Date
US	Sleep Outfitters	76241663	April 17, 2001	2,776,269	10/21/2003
US	IMS	76531524	July 18, 2003	2,943,372	04/26/2005
US	INNOVATIVE MATTRESS	76531523	July 18, 2003	2,943,371	April 26, 2005
US		73368303	June 7, 1982	1,237,826	05/10/1983
US		74637490	February 23, 1995	1,949,000	01/16/1996
US	Outfitting you for a healthy life	77461070	April 29, 2008	3,652,314	07/07/2009
US	Sleep like a champion play like a champion	77912170	January 14, 2010	3,834,657	08/17/2010
US	Outfitters Collection	86698371	July 20, 2015	5,087,701	11/22/2016
US		86700061	July 21, 2015	5,001,556	07/19/2016
US		86700126	July 21, 2015	5,001,557	07/19/2016
US		86700184	July 21, 2015	5,001,559	07/19/2016
US	Sleep like a champion	86703035	July 23, 2015	4,901,960	02/16/2016
US	Make it great when you elevate	87/211,519	10/21/2016	5200005	May 9, 2017
US	Outfitters to Go	87/392,427	03/30/2017	5444767	April 10, 2018
US	UDREAM	86043520	August 21,	4485321	February 18, 2014
US	UDREAM	85878938	March 18,	4425208	October 29, 2013

[Schedule 1 to Short Form Trademark Assignment Agreement]