

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM538851

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900508274		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Springs Global US, Inc.		03/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Keeco, LLC		
Street Address:	30736 Wiegman Road		
City:	Hayward		
State/Country:	CALIFORNIA		
Postal Code:	94544		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 243			
Property Type	Number	Word Mark	
Serial Number:	87389178	360 DREAM	
Serial Number:	87853841	ALL-X-COMFORT	
Registration Number:	5102328	ALLERGEN BARRIER	
Registration Number:	5238445	ALLERGEN PROTECTION	
Registration Number:	5498948	ALLERGY FRESH	
Registration Number:	5525747	ALLERGY FRESH	
Registration Number:	4828928	ALLERGY SMART	
Registration Number:	4692713	ALLERGY SMART	
Registration Number:	4589741	ALLERGYSMART	
Registration Number:	4589743	ALLERGYSMART	
Registration Number:	5346315	ALLERGY SUPPORT	
Serial Number:	87715925	ARTIC TOUCH	
Serial Number:	87715940	ARTIC TOUCH	
Registration Number:	2328437	BAYPORT	
Registration Number:	4577281	BIG DEAL	
Registration Number:	5552246	BIG GUS	
Serial Number:	87585645	BIG GUS	
Serial Number:	87683567	CALL ME	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87683572	CALL ME
Serial Number:	87683649	CHILL LUXE
Serial Number:	87683657	CHILL LUXE
Serial Number:	87807632	CLEANSE
Serial Number:	87599335	CLEANSE
Serial Number:	85599346	SWEET GIZELLE
Serial Number:	87585690	CLEVER FEATHER
Serial Number:	87585699	CLEVER FEATHER
Registration Number:	2197785	COMFORT PANEL
Registration Number:	3731436	COMFORT PROFILES
Serial Number:	87683472	COMFY FEATHER
Serial Number:	87683476	COMFY FEATHER
Registration Number:	4162006	COMFY PLUSH
Registration Number:	5459082	COMFY SLEEP
Serial Number:	87632085	COMFY SLEEP
Serial Number:	87901829	COMPACT PACKAGING FOR LESS WASTE
Registration Number:	5591669	COOL & CRISP
Serial Number:	87650358	COOL & CRISP
Registration Number:	5676165	COOL AND FRESH
Serial Number:	87632068	COOL & FRESH
Registration Number:	4761404	COOL CONTACT
Registration Number:	4739344	COOL INFUSION
Registration Number:	4638166	COOL LOFT
Registration Number:	5267336	COOL LOFT
Serial Number:	87819827	COOL LOGIC
Serial Number:	87715883	COOL NITE
Serial Number:	87715896	COOL NITE
Serial Number:	87806712	COPPERFUSION
Serial Number:	87806724	COPPERFUSION
Serial Number:	87806733	COPPERLOFT
Serial Number:	87806742	COPPERLOFT
Serial Number:	87806803	COPPEROLOGY
Serial Number:	87807249	COPPEROLOGY
Registration Number:	5582043	COPPERSENSE
Serial Number:	87585618	COPPERSENSE
Serial Number:	87897905	COZY CHILL
Registration Number:	1965631	CROWN ELITE
Registration Number:	5499129	CROWN MAX

Property Type	Number	Word Mark
Serial Number:	87427483	CROWN MAX
Registration Number:	0239257	
Serial Number:	87572883	DOWN CLOUD
Registration Number:	5151207	DOWN ILLUSION
Serial Number:	87808314	DOWN ILLUSION PLATINUM
Serial Number:	87808332	DOWN ILLUSION PLATINUM
Serial Number:	87819853	DREAM 101
Serial Number:	87819857	DREAM 101
Registration Number:	4923817	DREAMSPIRAL
Registration Number:	5037519	DREAMSPIRAL
Serial Number:	87825680	DREAMWEAR
Serial Number:	87825688	DREAMWEAR
Registration Number:	5247570	DUAL INFUSION
Registration Number:	5036630	DUNDEE
Serial Number:	87943337	DUNDEE
Serial Number:	87934479	DUNDEE
Serial Number:	87943235	DUNDEE
Registration Number:	5049832	DUNDEE
Registration Number:	1489819	DUNDEE
Serial Number:	87943262	DUNDEE
Serial Number:	87934489	DUNDEE
Serial Number:	87934487	DUNDEE
Registration Number:	5370069	ELITE COMFORT
Serial Number:	87807264	ELITE COMFORT
Registration Number:	4645619	ENDLESS LOFT
Serial Number:	88266848	EXACTLY RIGHT, EVERY NIGHT
Serial Number:	87886228	EZ 2 HANG
Serial Number:	87825952	EZ 2 HANG
Serial Number:	88266864	EZ SET
Serial Number:	87807297	FEATHERFORIA
Serial Number:	87807306	FEATHERFORIA
Serial Number:	88266858	FLAT FREE
Serial Number:	87821780	FOR A COMFORTABLE LIFE
Serial Number:	87821756	FOR A COMFORTABLE LIFE
Registration Number:	5397324	FRESH & COOL
Serial Number:	87389958	FRESH & COOL
Serial Number:	87683507	FRESH GUARD
Serial Number:	87683517	FRESH GUARD

Property Type	Number	Word Mark
Registration Number:	4332503	FRESH INFUSION
Registration Number:	4475990	FRESH INFUSION
Registration Number:	5354697	GELSUPPORT
Registration Number:	4552726	GO EVERYWHERE
Serial Number:	87903477	GROWING ROOTS SINCE 1926
Serial Number:	87903484	GROWING ROOTS SINCE 1926
Serial Number:	87683484	IDEAL SLUMBER
Serial Number:	87683492	IDEAL SLUMBER
Registration Number:	3810606	JEWEL-TEX
Serial Number:	87819843	KID 101
Serial Number:	87819848	KID 101
Registration Number:	4589744	KIDZSCENTZ
Registration Number:	4475878	LASTING FRESHNESS
Registration Number:	4475879	LASTING FRESHNESS
Registration Number:	4791470	LOFTGEL
Serial Number:	87807322	LYTEFEATHER
Serial Number:	87807331	LYTEFEATHER
Registration Number:	5448889	MADE FOR THE LIFE YOU'RE LIVING
Serial Number:	86735204	MADE FOR THE LIFE YOU'RE LIVING
Registration Number:	5433798	MADE FOR THE LIFE YOU'RE LIVING
Serial Number:	87906188	MAGIC FEATHER
Registration Number:	3561038	MAGIC GEL
Registration Number:	4791567	MAGIC GEL
Registration Number:	5504262	MAGIC GEL 2.0
Registration Number:	5504263	MAGIC GEL 2.0
Serial Number:	87897923	MAKES IT POSSIBLE
Serial Number:	87903472	MAKES IT POSSIBLE
Serial Number:	87683519	MAX GUARD
Serial Number:	87683549	MAX GUARD
Registration Number:	4519413	MEMORYFIL
Serial Number:	87683592	MR. BIG STUFF
Serial Number:	87683601	MR. BIG STUFF
Serial Number:	88266841	MY MATCH
Serial Number:	88266853	NO-GO FLAT
Registration Number:	5079458	NO FLAT ZONE
Serial Number:	87388886	NO FLAT ZONE
Registration Number:	3857204	PACIFIC
Registration Number:	5551044	PERFECT GEL

Property Type	Number	Word Mark
Serial Number:	88060744	PERFECTGEL
Registration Number:	5356630	PERFECTGEL
Registration Number:	5657474	PLUSH MAX
Serial Number:	87715867	PLUSH MAX
Serial Number:	87684025	POWER CHILL
Serial Number:	87684030	POWER CHILL
Registration Number:	5293231	PREMIER BLEND
Registration Number:	2140923	PRIMARY COMFORT
Serial Number:	87402459	PROBALANCE
Serial Number:	87402465	PROBALANCE
Serial Number:	87402475	PROCHILL
Serial Number:	87402479	PROCHILL
Serial Number:	87886592	PUFF UP PROMISE
Registration Number:	5504213	PURE AND FRESH
Registration Number:	5537143	PURE FRESH & COOL
Serial Number:	87573065	PURE FRESH & COOL
Serial Number:	87807347	PURE FRESH & COOL
Serial Number:	87388644	PUREBLU
Serial Number:	87388657	PUREBLU
Registration Number:	4539522	QUIET ASSURANCE
Serial Number:	87712206	QUIET NATURALS
Serial Number:	87712214	QUIET NATURALS
Registration Number:	5415883	QUILTEDSUPPORT
Serial Number:	87796906	RECOVERYLAB
Serial Number:	87797018	RECOVERYLAB
Serial Number:	87797008	RECOVERYLAB
Registration Number:	4023087	
Registration Number:	3697080	
Registration Number:	5381714	REGAL
Registration Number:	0841689	REGAL
Serial Number:	87813987	REGAL
Registration Number:	4298661	SPRINGMAID
Registration Number:	4023086	SPRINGMAID
Registration Number:	3694141	SPRINGMAID
Registration Number:	1854448	SPRINGS
Registration Number:	4894975	SPRINGS
Registration Number:	4692614	SPRINGS HOME
Registration Number:	4777131	STAYMADE

Property Type	Number	Word Mark
Serial Number:	87402854	SUBDUO°
Serial Number:	87943350	SPRINGMAID
Registration Number:	1723820	SPRINGMAID
Registration Number:	5607161	SPRINGMAID
Registration Number:	2517979	SPRINGMAID
Registration Number:	5622138	SPRINGMAID
Serial Number:	88018524	SPRINGMAID
Registration Number:	4298660	SPRINGMAID
Serial Number:	87877871	XCOMFORT
Registration Number:	5537140	ZEN CHILL
Serial Number:	87572894	ZEN CHILL
Serial Number:	87554931	ZEN FUSION
Serial Number:	87554557	ZEN PLUSH
Registration Number:	5657364	ZEN REST
Serial Number:	87684055	ZEN REST
Serial Number:	87797032	REVITAL
Serial Number:	87797041	REVITAL
Serial Number:	87861523	SAVAGE
Serial Number:	87861553	SAVAGE
Registration Number:	4183663	SELF EXPRESSION
Registration Number:	4756334	SIMPLY CLASSIC
Registration Number:	4576568	SIMPLY CLASSIC
Serial Number:	88031942	SIMPLY PLUSH
Registration Number:	2183453	SLEEP BASICS
Serial Number:	86787938	SLEEP BASICS
Serial Number:	87388250	SLEEP CANDY
Serial Number:	87388624	SLEEP CANDY
Serial Number:	87415578	SLEEP CANDY ONE SWEET PILLOW
Registration Number:	5317762	SLEEPOLOGY
Serial Number:	87545507	SLEEPOLOGY
Serial Number:	87594062	SLEEPOLOGY
Serial Number:	86890898	SLEEPOLOGY
Serial Number:	87758701	SLEEPOLOGY
Registration Number:	5210933	SLUMBER GEL
Registration Number:	3688657	SMART COMFORT
Registration Number:	5120702	SMART COMFORT
Registration Number:	5341707	SMART COMFORT
Registration Number:	5463435	SMART DEFENSE

Property Type	Number	Word Mark
Registration Number:	5448018	SMART DEFENSE
Registration Number:	4799990	SMART SOLUTIONS
Registration Number:	4552724	SMARTLOFT
Registration Number:	5499130	SMARTLOFT
Registration Number:	5531692	SNOOZE ON THE MOVE
Serial Number:	87827158	SOFTNITES
Registration Number:	3517758	SOLARIS
Serial Number:	87906228	SOLID8
Serial Number:	87906235	SOLID8
Serial Number:	87904373	SPRING
Serial Number:	87904367	SPRING
Serial Number:	87402866	SUBDUO°
Registration Number:	4659903	SUPPORT SOLUTIONS
Registration Number:	4328944	SUPRALOFT
Serial Number:	87943199	TAME RESTLESS NIGHTS
Serial Number:	87943223	TAME RESTLESS NIGHTS
Serial Number:	87943151	TAME WILD NIGHTS
Serial Number:	87943211	TAME WILD NIGHTS
Serial Number:	87861531	TAME YOUR SLEEPLESS NIGHTS
Serial Number:	87861566	TAME YOUR SLEEPLESS NIGHTS
Registration Number:	2244064	THE GREAT MATTRESS PAD
Serial Number:	88266832	THERMAGEN
Serial Number:	88266766	THERMAGEN
Registration Number:	1741379	TRE MODE
Serial Number:	87819830	TWO GRAND
Registration Number:	4332504	ULTRAAIR
Serial Number:	87632126	VERICOOL
Serial Number:	87632134	VERICOOL
Serial Number:	87819865	WEESNOOZE
Serial Number:	87819870	WEESNOOZE
Serial Number:	87683618	WICK'N COMFORT
Serial Number:	87683624	WICK'N COMFORT
Serial Number:	87585625	WOOLPERFECT
Serial Number:	87585634	WOOLPERFECT
Serial Number:	87853829	X CROSS COMFORT

CORRESPONDENCE DATA

Fax Number:

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: 510-401-5035
Email: kigoe@lkeeco.com
Correspondent Name: Kristine Igoe
Address Line 1: 30736 Wiegman Road
Address Line 4: Hayward, CALIFORNIA 94544

NAME OF SUBMITTER:	Kristine Igoe
SIGNATURE:	/Kristine Igoe/
DATE SIGNED:	08/29/2019

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of March 15, 2019 from Springs Global US, Inc. (successor-by merger to Springs Brands, LLC), a Delaware corporation ("*Seller*"), to Keeco, LLC, a California limited liability company ("*Purchaser*"). Capitalized terms used herein and not defined herein shall have the respective meanings set forth in the Purchase Agreement (as defined below).

Recitals:

A. Seller, Purchaser and Keeco Holdings, LLC, a California limited liability company ("*Parent*"), are parties to that certain Asset Purchase and Contribution Agreement, dated as of December 28, 2018 (as amended, the "*Purchase Agreement*"), which provides, among other things, for the sale and assignment of the Purchased Assets by Seller to Purchaser, the assumption by Purchaser of the Assumed Liabilities, the contribution of the Contributed Assets (together with the Purchased Assets, the "*Acquired Assets*") by Seller to Parent (the "*Initial Contribution*"), immediately following the Initial Contribution, the contribution of the Contributed Assets by Parent to Purchaser. Prior to the Closing, Purchaser assigned to KS Springs Canada Acquisition ULC, a British Columbia unlimited liability company, its rights and obligations to acquire the Canadian Shares.

B. The Acquired Assets include, without limitation, the Trademarks (as defined below).

C. Each of Seller and Purchaser shall be benefitted by the transactions contemplated by the Purchase Agreement. As a condition to the obligation of parties to the Purchase Agreement to consummate the transactions contemplated by the Purchase Agreement, the parties are required to execute and deliver this Assignment pursuant to Sections 7.01(c) and 7.02(e) of the Purchase Agreement.

D. Seller is the owner of the entire right, title and interest in and to the trademarks and service marks set forth on Schedule 1 hereto, and any corresponding applications and registrations therefor (collectively, the "*Trademarks*"), together with the goodwill associated with the Trademarks.

E. In connection with the Purchase Agreement, Purchaser has agreed to acquire all of the Trademarks.

Agreement:

In consideration of the representations, warranties, covenants, and agreement contained in this Assignment and the other Transaction Documents, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. In partial consideration for Purchaser entering into the Purchase Agreement, Seller does hereby sell, convey, transfer, assign and deliver unto Purchaser, its successors and assigns, all legal right, title and interest in and to the Trademarks, as set forth on Schedule 1, together with

the goodwill associated with the Trademarks, and Purchaser hereby accepts such sale, conveyance, transfer, assignment and delivery.

2. In partial consideration for Purchaser entering into the Purchase Agreement, Seller does hereby sell, convey, transfer, assign and deliver onto Purchaser, its successors, legal representatives, and assigns, all claims for damages by reason of past infringement of the Trademarks, the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

3. Seller authorizes the Commissioner of Patents and Trademarks of the United States to record the Trademarks listed on Schedule 1, and title thereto, as the property of Purchaser, its successors, legal representatives and assigns, in accordance with the terms of this instrument, provided that any such recording shall be at the sole expense of Seller.

4. This Assignment is subject in all respects to the terms of the Purchase Agreement and all of the representations and warranties, covenants and agreements contained in the Purchase Agreement, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, diminish, enlarge or modify any provision or any of the obligations, agreements, covenants, or representations and warranties of any of the parties to the Purchase Agreement as contained in the Purchase Agreement. If any conflict exists between the terms of this Assignment and the Purchase Agreement, then the terms of the Purchase Agreement shall govern and control. This Assignment may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. The exchange of copies of this Assignment and of signature pages by facsimile or by reliable electronic means (including .pdf) shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Assignment for all purposes. Signatures of the parties hereto transmitted by facsimile or reliable electronic means (including .pdf) shall be deemed to be original signatures for all purposes.

5. This Assignment and the Purchase Agreement contain the entire agreement of the parties with regard to the matters set forth herein.

[Signature page(s) follow]

The parties hereto have duly executed this Assignment or caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

PURCHASER:

KEECO, LLC

By: 

Name: Martin Berry

Title: Senior Vice President of Finance &
Secretary

SELLER:

SPRINGS GLOBAL US, INC.

By: 

Name: Delbridge E. Narron

Title: SVP & General Counsel

[Signature Page to Trademark Assignment]