# CH \$40.00 503129

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM594511

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JAKK MEDIA LLC		05/15/2020	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	MATTRESS ADVISOR LLC
Street Address:	1122 Oberlin Road
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27605
Entity Type:	Limited Liability Company: NORTH CAROLINA

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5031291	SLEEPOPOLIS

# **CORRESPONDENCE DATA**

**Fax Number:** 8443978265

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:** 9198294296

Email: tmgroup@hutchlaw.com

Correspondent Name: Trevor P. Schmidt

Address Line 1: 3110 Edwards Mill Road

Address Line 2: Suite 300

Address Line 4: Raleigh, NORTH CAROLINA 27612

ATTORNEY DOCKET NUMBER:	MATAD.21002
NAME OF SUBMITTER:	Trevor P. Schmidt
SIGNATURE:	/Trevor P. Schmidt/
DATE SIGNED:	08/27/2020

## **Total Attachments: 3**

source=SLEEPOPOLIS - Assignment - Executed Trademark Assignment (JAKK Media LLC to Mattress Advisor LLC)#page1.tif

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### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("<u>Assignment</u>"), effective May 15, 2020, is entered into by and between **JAKK MEDIA LLC**, a Delaware limited liability company ("<u>Assignor</u>") and **MATTRESS ADVISOR LLC**, a North Carolina limited liability company ("<u>Assignee</u>"), each individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks identified on Exhibit A (the "Assigned Marks"), including the corresponding trademark applications and registrations therefor, and the goodwill of the business associated therewith; and

WHEREAS, Assignor and Assignee are desirous of transferring all of Assignor's rights, title and interests in, and to the Assigned Marks to Assignee

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises, covenants and conditions contained herein and for 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:

Assignment. Assignor does hereby assign, transfer, convey and set over unto Assignee its full rights, title and interests in and to the Assigned Marks, together with the goodwill of the business symbolized by said Assigned Marks, and all rights appurtenant thereto, including without limitation any and all common law rights, applications, registrations, renewals or extensions in any country or locality worldwide and the right to recover damages and profits for past, present, or future infringements or unauthorized uses of the Assigned Marks, with 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, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

<u>Further Assurances</u>. Upon request of Assignee, its successors and assigns, Assignor agrees to reasonably cooperate with Assignee, its successors and assigns, and execute and deliver without further compensation any and all instruments or documents reasonably necessary or desirable to secure to Assignee, its successors and assigns, the full enjoyment of the rights and properties conveyed by this Assignment.

IN WITNESS WHEREOF, the Parties, intending to be legally bound thereby, have executed this Assignment by its duly authorized officer as of the date first written above.

Assignor:	Assignee:
JAKK MEDIA LLC	MATTRESS ADVISOR LLC
By: 24	By :
Name: Kenny Kline	Name: Todd Alexander
Title: Managing Member	Title: President

### TRADEMARK ASSIGNMENT AGREEMENT

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WHEREAS, Assignor and Assignee are desirous of transferring all of Assignor's rights, title and interests in, and to the Assigned Marks to Assignee

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises, covenants and conditions contained herein and for 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:

Assignment. Assignor does hereby assign, transfer, convey and set over unto Assignee its full rights, title and interests in and to the Assigned Marks, together with the goodwill of the business symbolized by said Assigned Marks, and all rights appurtenant thereto, including without limitation any and all common law rights, applications, registrations, renewals or extensions in any country or locality worldwide and the right to recover damages and profits for past, present, or future infringements or unauthorized uses of the Assigned Marks, with 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, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

<u>Further Assurances</u>. Upon request of Assignee, its successors and assigns, Assignor agrees to reasonably cooperate with Assignee, its successors and assigns, and execute and deliver without further compensation any and all instruments or documents reasonably necessary or desirable to secure to Assignee, its successors and assigns, the full enjoyment of the rights and properties conveyed by this Assignment.

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Assignor:	Assignee:	
JAKK MEDIA LLC	MATTRESS ADVISOR LLC	
By :	By: Todd Alexander	
Name: Kenny Kline	Name: Todd Alexander	
Title: Managing Member	Title: President	

# Ехнівіт А

# **Trademark Registrations**

Trademark	Application Number	Registration Number	Jurisdiction
Sleepopolis	86/880834	5031291	US

**RECORDED: 08/27/2020**