

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dires, LLC		12/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Number Bed Holdings, LLC		
Street Address:	8601 Monrovia		
City:	Lenexa		
State/Country:	KANSAS		
Postal Code:	66215		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87532348	THE ORIGINAL NUMBER BED BY SUSTENA	
Registration Number:	5494173	THE ORIGINAL NUMBER BED	
Serial Number:	87532370	SUSTENA THE ORIGINAL NUMBER BED	
Serial Number:	87532382	SUSTENA	
Serial Number:	88523986	POWER-FLEX	
Serial Number:	86313414	PERSONAL COMFORT AN AIR ADJUSTABLE NUMBE	
Registration Number:	5301074	PERSONAL COMFORT	
Registration Number:	5510175	THE ORIGINAL SMART BED	
Serial Number:	87532320	THE ORIGINAL SMART BED BY SUSTENA	
CORRESPONDENCE DATA			
Fax Number:	8164743216		
<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:	816-474-8100		
Email:	sfaction@spencerfane.com		
Correspondent Name:	MARCIA SHUTTS, SPENCER FANE LLP		
Address Line 1:	1000 WALNUT STREET, SUITE 1400		
Address Line 4:	KANSAS CITY, MISSOURI 64106		
NAME OF SUBMITTER:	Kyle L. Elliott		

CH \$240.00 87532348

SIGNATURE:	/Kyle L. Elliott/
DATE SIGNED:	03/01/2021
Total Attachments: 5 source=-9 IP ASS tms Dires to Number Bed Holdings#page1.tif source=-9 IP ASS tms Dires to Number Bed Holdings#page2.tif source=-9 IP ASS tms Dires to Number Bed Holdings#page3.tif source=-9 IP ASS tms Dires to Number Bed Holdings#page4.tif source=-9 IP ASS tms Dires to Number Bed Holdings#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made effective as of December 1, 2019, by and between **Dires, LLC**, a Delaware limited liability company ("Assignor"), whose principal place of business is 8601 Monrovia, Lenexa, Kansas 66215, and **Number Bed Holdings, LLC**, a Missouri limited liability company, ("Assignee"), whose principal place of business is 8601 Monrovia, Lenexa, Kansas 66215.

WHEREAS, Assignor is the record owner of the trademark registrations set forth on Schedule I hereto (the "Assigned Marks");

WHEREAS, Assignee desires to acquire the Assigned Marks and the registrations resulting therefrom and all of the rights to and interests therein, including (without limitation) all the goodwill associated therewith.

NOW, THEREFORE, TO ALL CONCERNED, be it known for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby makes the transfer and assignment of all rights in the Assigned Marks as follows:

1. Assignor does sell, assign, and transfer all its right, title, and interest, anywhere in the world, in and to the Assigned Marks unto Assignee and the registrations thereof, together with the goodwill of the business in connection with which said Assigned Marks are used.
2. This Assignment includes any and all use rights and all rights to sue for and recover all damages for infringement of said Assigned Marks, whether such infringement occurred in the past or occurs in the future, as fully as if Assignor had filed such action in its own name, including any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date of this Assignment, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. This Assignment includes all trademarks identified as the Assigned Marks as used with the goods and services of Assignor, together with any applications and/or registrations thereof, and the goodwill of the business symbolized thereby, including all common law rights and all claims for damages by reason of past and future infringements of the trademarks, with the right to sue and collect therefore, and all rights corresponding to any of the above throughout the world. Assignee is to hold all right, title, and interest in and to the trademarks as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment, grant, conveyance, transfer, and delivery in this Assignment not been made.
4. This Assignment may be executed in counterparts and delivered by facsimile, portable document format (.pdf) transmission, or other electronic format, each of which shall be deemed an original, and all of which taken together shall constitute one and the same assignment.
5. Assignor hereby appoints Assignee to file and record this instrument with the United States Patent and Trademark Office, such filings to be as effective as if filed by Assignor.

IN WITNESS WHEREOF, the undersigned Assignor and Assignee have executed this Trademark Assignment effective as of the date above written.

[The remainder of this page is blank intentionally. Proceed to the next page.]

ASSIGNOR

DIRES, LLC
(Delaware limited liability company)

[Signature]
Signature

Craig Miller
Printed Name

Manager
Title

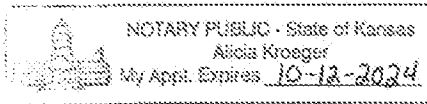
STATE OF Kansas)
COUNTY OF Johnson) ss.

On the 18 day of November, 2020, before me, the undersigned, a Notary Public within the County and State aforesaid, personally appeared Craig Miller to me known to be the person who executed the foregoing instrument and acknowledged that he executed same as his free act and deed.

In Witness Whereof, I have hereunto attached my hand and seal, at the County and State aforesaid on the day and year last above written.

Alicia Kroeger
Notary Public

My Commission Expires:



Schedule I

U.S. Registration No.	U.S. Application No.	Registration Date	Filing Date	Mark
5,494,173	87/532,340	06/12/2018	07/18/2017	THE ORIGINAL NUMBER BED
	87/532,348		07/18/2017	THE ORIGINAL NUMBER BED BY SUSTENA
	87/532,370		07/18/2017	SUSTENA THE ORIGINAL NUMBER BED
	87/532,382		07/18/2017	SUSTENA
	88/523,986		07/19/2019	POWER-FLEX
	86/313,414		06/18/2014	PERSONAL COMFORT AN AIR ADJUSTABLE NUMBER BED (stylized & design)
5,301,074	87/368,841	10/03/2017	03/13/2017	PERSONAL COMFORT
5,510,175	87/532,280	07/03/2018	07/18/2017	THE ORIGINAL SMART BED
	87/532,320		07/18/2017	THE ORIGINAL SMART BED BY SUSTENA

No Patents