

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM739286

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BEAR MATTRESS, LLC		07/01/2022	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BROOKLYN BEDDING LLC		
<b>Street Address:</b>	4455 W CAMELBACK ROAD		
<b>City:</b>	PHOENIX		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85031		
<b>Entity Type:</b>	Limited Liability Company: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5354175	BEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>			
<b>Phone:</b>	2124552333		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	BOBBIE BURROWS, ESQ.		
<b>Address Line 1:</b>	SIMPSON THACHER & BARTLETT LLP		
<b>Address Line 2:</b>	425 LEXINGTON AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	004829/0003		
<b>NAME OF SUBMITTER:</b>	BOBBIE BURROWS		
<b>SIGNATURE:</b>	/BB/		
<b>DATE SIGNED:</b>	07/06/2022		
<b>Total Attachments: 6</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment Agreement”), effective as of July 1, 2022 (the “Effective Date”), is entered into by and between Bear Mattress, LLC, a New Jersey limited liability company (“Assignor”), and Brooklyn Bedding LLC, an Arizona limited liability company (“Assignee”). Assignor and Assignee are each referred to individually as a “Party” and together as the “Parties.” Capitalized terms used but not defined in this Assignment Agreement shall have the respective meanings ascribed to them in the Asset Purchase Agreement among Assignee and Assignor, dated as of June 30, 2022 (the “Purchase Agreement”).

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee agreed to purchase, acquire and accept from Assignor, all of Assignor’s right, title and interest in, to and under certain of the Assignor’s registered trademarks, service marks, trade dress, trade names, logos and other source identifiers, applications to register, and renewals of, the foregoing as set forth in Schedule A (collectively, “Trademarks”) and domain names, URLs, IP addresses and websites as set forth in Schedule A (collectively, “Domain Names”);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Assignment. Assignor hereby irrevocably, absolutely and unconditionally assigns, transfers, conveys and delivers to the Assignee all of Assignor’s rights, title and interests of every kind, nature and description in, to and under the Trademarks and Domain Names. The assignment of the rights, title or interests in Trademarks and Domain Names pursuant to this Section 1 shall include (a) the assignment of all of such Assignor’s rights, title and interests in the Trademarks and Domain Names, (b) with respect to the Trademarks, any and all goodwill connected with the use of and symbolized by such Trademarks and (c) the rights, as applicable: (i) to sue and recover damages and obtain other equitable relief for present and future infringement, dilution, misappropriation or other violation or conflict associated with such Trademarks and Domain Names, (ii) to collect future royalties, damages, proceeds and other payments under such Trademarks and Domain Names, (iii) to claim priority based on such Trademarks and Domain Names under the laws of any jurisdiction and/or under international conventions or treaties, (iv) to prosecute, register, maintain and defend such Trademarks and Domain Names before any public or private agency, office or registrar and (v) to fully and entirely stand in the place of such Assignor, as applicable, in all matters related to such Trademarks and Domain Names as if this Assignment Agreement had not been made.

SECTION 2. Recordation. Assignor hereby authorizes Assignee to record this Assignment with any relevant governmental authority so as to perfect its ownership of the Trademarks and Domain Names. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, the domain name registrar, officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant authority, to transfer all registrations and registration applications for the Trademarks and Domain Names to Assignee as assignee of Assignor’s right, title and interest therein, in accordance with this Assignment

Agreement, and to issue to Assignee all registrations which may issue with respect to any applications for intellectual property rights included in such Trademarks and Domain Names.

SECTION 3. Further Assurances. From and after the Effective Date, upon Assignee's reasonable request and at Assignee's expense, Assignor shall cooperate with Assignee to (i) execute, acknowledge and deliver all instruments of transfer, conveyance, assignment and assumption, powers of attorney and any other documents or instruments, (ii) file or cause to be filed all filings with the appropriate governmental authorities and/or domain name registrars and (iii) take or cause to be taken all actions as may be reasonably required to convey and transfer to and vest in Assignee and protect its right, title and interest in, to and under all of the Trademarks and Domain Names, and as otherwise may be appropriate to carry out the transactions contemplated by this Assignment Agreement.

SECTION 4. Subject to Purchase Agreement. This Assignment Agreement is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Assignment Agreement, express or implied, is intended to, or will be construed to, modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Assignment Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

SECTION 5. Miscellaneous.

(a) Severability. If any term or other provision of this Assignment Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Assignment Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, Assignor and Assignee shall negotiate in good faith to modify this Assignment Agreement so as to affect their original intent as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

(b) Amendment. This Assignment Agreement may be amended, restated or supplemented or otherwise modified only in a writing signed by all parties hereto.

(c) Governing Law; Venue. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In addition, any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought before and determined exclusively by the Delaware Court of Chancery of the State of Delaware; provided, that if the Delaware Court of Chancery does not have jurisdiction, any such suit, action or proceeding shall be brought exclusively in the United

States District Court for the District of Delaware or any other court of the State of Delaware, and each of the Parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 9.03 of the Purchase Agreement will be deemed effective service of process on such Party.

(d) Counterparts. This Assignment Agreement may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

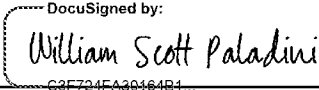
[Signature Page Follows]

**IN WITNESS WHEREOF**, Assignor and Assignee have duly executed and delivered this Intellectual Property Assignment Agreement as of the Effective Date.

**AGREED AND ACCEPTED:**

**ASSIGNOR**

**Bear Mattress, LLC**

By:   
Name: William Scott Paladini  
Title: Manager

**ASSIGNEE**

**Brooklyn Bedding LLC**

By: \_\_\_\_\_  
Name: Johnathan P. Merwin  
Title: Chief Executive Officer

**IN WITNESS WHEREOF**, Assignor and Assignee have duly executed and delivered this Intellectual Property Assignment Agreement as of the Effective Date.

**AGREED AND ACCEPTED:**

**ASSIGNOR**

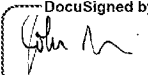
**Bear Mattress, LLC**

By: \_\_\_\_\_  
Name: Scott Paladini  
Title: Managing Member

**ASSIGNEE**

**Brooklyn Bedding LLC**

By: \_\_\_\_\_  
Name: Johnathan P. Merwin  
Title: Chief Executive Officer

DocuSigned by:  
  
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**SCHEDULE A**

**TRADEMARKS**

<b>Mark</b>	<b>Country</b>	<b>Status</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
<b>BEAR</b>	United States	Registered	87413762	4/17/2017	5354175	12/12/2017

**DOMAIN NAMES**

- bearmattress.com
- bearhybrid.com
- bearhybridmattress.com
- bearmacys.com
- bearmattresshybrid.com
- bearmattressrv.com
- bearrvmattress.com
- bmhospitality.com
- mlsmattress.com
- rvmattress.com
- bear.rest
- bearmattress.biz
- bearmattress.cc
- bearmattress.co
- bearmattress.info
- bearmattress.me
- bearmattress.net
- bearmattress.org
- bearmattress.tv
- bearmattress.us
- bearmattress.website
- bearpillow.com
- bearmattress.ca
- bearmattress.com.tw
- bearmattress.tw
- bearmattress.co.uk
- bearmattress.uk
- mlssleep.com
- mlsbybear.com