

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM770070

| | | | |
|-----------------------------------|--|---------------------------------|--|
| 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 |
| Cerberus CB IP LLC | | 11/25/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Kimberly LLC | | |
| Street Address: | P.O. Box 189 | | |
| City: | Bedford Hills | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10507 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 51 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5802550 | BEDDING ELEMENTS | |
| Registration Number: | 6323500 | COOL FIRM | |
| Registration Number: | 6267301 | COOL GEL ICE | |
| Registration Number: | 6323501 | COOL STANDARD | |
| Registration Number: | 5156831 | COPPERSMART | |
| Registration Number: | 5991798 | EARTH ELEMENTS | |
| Registration Number: | 5735184 | JUBILEE | |
| Registration Number: | 5567258 | LEIGH + IVY | |
| Registration Number: | 6130718 | NAKED GOOSE | |
| Registration Number: | 5735185 | SAVILE ROW | |
| Registration Number: | 5735186 | TALI MATTRESS | |
| Registration Number: | 6555573 | URBAN FARMHOUSE | |
| Registration Number: | 6114164 | URBAN LOFT | |
| Registration Number: | 5481768 | VIBE | |
| Registration Number: | 5461832 | 5-MINUTE FOUNDATION | |
| Registration Number: | 5318929 | ADJUSTABLE COMFORT | |
| Registration Number: | 5670951 | ADJUSTABLE COMFORT AFFORDAMATIC | |
| Registration Number: | 2489738 | ADVANCED COMFORT | |

OP \$1290.00 5802550

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------------|
| Registration Number: | 4677393 | ADVANCED COMFORT |
| Registration Number: | 1296339 | CLASSIC |
| Registration Number: | 5361225 | COOL CLOUD |
| Registration Number: | 3656017 | COOL GEL |
| Registration Number: | 3656013 | COOL SLEEP |
| Registration Number: | 6102335 | COOL SLEEP JADE |
| Registration Number: | 3656012 | COOL TOP |
| Registration Number: | 4638109 | DEFENDABED |
| Registration Number: | 4688863 | DEFEND-A-BED |
| Registration Number: | 3994667 | DELANDIS |
| Registration Number: | 5120039 | EUROFRAME |
| Registration Number: | 5296709 | HERCULES |
| Registration Number: | 4287547 | INSTANT FOUNDATION |
| Registration Number: | 5076142 | MODERNSLEEP |
| Registration Number: | 5423692 | MY LOFT |
| Registration Number: | 3220504 | NATURAL EXPRESSIONS |
| Registration Number: | 4429394 | PEDIC ADVANTAGE |
| Registration Number: | 4302292 | POSTURE CLOUD |
| Registration Number: | 5124849 | POSTURE+ |
| Registration Number: | 5037125 | POSTURELOFT |
| Registration Number: | 5124851 | POSTUREPLUS |
| Registration Number: | 3007738 | POSTURE-TEMP |
| Registration Number: | 3738297 | QUIETSLEEP |
| Registration Number: | 5251435 | REVO |
| Registration Number: | 6042929 | SILVERSMART |
| Registration Number: | 4014671 | SLEEP OPTIONS |
| Registration Number: | 4706908 | SLEEP TRENDS |
| Registration Number: | 4739924 | THE NEW SHAPE OF COMFORT |
| Registration Number: | 4960631 | THE SHAPE OF THINGS TO COME |
| Registration Number: | 5905436 | THERMIC |
| Registration Number: | 4369310 | VALUEPEDIC |
| Registration Number: | 6798275 | COOL ESSENTIAL |
| Registration Number: | 6680018 | RUFF N ROO |

CORRESPONDENCE DATA

Fax Number: 3104079090

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: 3104074010

Email: nmaoz@ktbslaw.com
Correspondent Name: KTBS Law LLP; N. Maoz
Address Line 1: 1801 Century Park East
Address Line 2: 26th Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER: Nir Maoz

SIGNATURE: /Nir Maoz/

DATE SIGNED: 11/25/2022

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”) is made and entered into as of November 25, 2022, by and between Cerberus CB IP LLC, a Delaware limited liability company (the “**Assignor**”), and Kimberly LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, Assignor is the owner of the entire right, title, interest and goodwill in and to all of the trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified on Schedule A attached hereto (collectively, the “**Trademarks**”);

WHEREAS, this Agreement is made and entered into in connection with the transactions contemplated by that certain Asset Purchase Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, or otherwise modified, the “**Asset Purchase Agreement**”), by and between Assignor and Assignor;

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Asset Purchase Agreement;

WHEREAS, pursuant to Section 1.01 of the Asset Purchase Agreement, the Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee, has agreed to purchase, acquire and accept from the Assignor, all of such Assignor’s direct or indirect right, title and interest in, to and under the Intellectual Property (including, without limitation, the Trademarks);

WHEREAS, the execution and delivery of this Agreement is required by Section 1.04 of the Asset Purchase Agreement; and

WHEREAS, this Agreement, as duly executed by the Assignee and the Assignor, is being delivered as of the date hereof by each party hereto to the other party effective as of the Closing.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby transfers, assigns, conveys and delivers to Assignee, the Assignor’s entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks, as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future.

Together with the Assignor’s worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in

the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

In accordance with Section 4.02 of the Asset Purchase Agreement, the Assignor will cooperate with the Assignee, as may be reasonably necessary or appropriate to assist and/or to enable the Assignee to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office.

The Assignor hereby further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to the Assignee, and the Assignee's successors and/or assigns.

The Assignor hereby grants to the designated attorneys of the Assignee the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world.

This Agreement is executed and delivered pursuant to the Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant or obligation contained in the Asset Purchase Agreement.

This Agreement is to be governed by and construed in accordance with the laws of the State of New York shall govern, without giving effect to the choice of law principles thereof (except sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York), including all matters of construction, validity and performance.


For the convenience of the parties hereto, this Agreement may be executed and delivered (by facsimile or PDF signature) in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR:

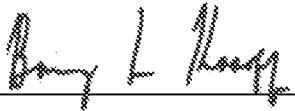
CERBERUS CB IP LLC

By: 

Name: Joseph Naccarato
Title: Senior Managing Director

ASSIGNEE:

KIMBERLY LLC

By: 
Name: Barry L. Kasoff
Title: President

SCHEDULE A

Trademark Registrations

| Jurisdiction | Mark | Registration Date | Registration Number | Serial Number |
|---------------------|---------------------|--------------------------|----------------------------|----------------------|
| United States | BEDDING ELEMENTS | 7/9/2019 | 5802550 | 87689983 |
| United States | COOL FIRM | 4/13/2021 | 6323500 | 88751251 |
| United States | COOL GEL ICE | 2/9/2021 | 6267301 | 88347067 |
| United States | COOL STANDARD | 4/13/2021 | 6323501 | 88751282 |
| United States | COPPERSMART | 3/7/2017 | 5156831 | 86657210 |
| United States | EARTH ELEMENTS | 2/18/2020 | 5991798 | 87914496 |
| United States | JUBILEE | 4/23/2019 | 5735184 | 87866309 |
| United States | LEIGH + IVY | 9/18/2018 | 5567258 | 87728644 |
| United States | NAKED GOOSE | 4/18/2020 | 6130718 | 87695631 |
| United States | SAVILE ROW | 4/23/2019 | 5735185 | 87866317 |
| United States | TALI MATTRESS | 4/23/2019 | 5735186 | 87866322 |
| United States | URBAN FARMHOUSE | 11/9/2021 | 6555573 | 88185393 |
| United States | URBAN LOFT | 7/28/2020 | 6114164 | 88115712 |
| United States | VIBE | 5/29/2018 | 5481768 | 87159458 |
| United States | 5-MINUTE FOUNDATION | 1/25/2017 | 5461832 | 87313806 |
| United States | ADJUSTABLE COMFORT | 9/15/2016 | 5318929 | 87172978 |
| United States | ADJUSTABLE COMFORT | 3/3/2017 | 5670951 | 87358192 |

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|---------------|---------------------|------------|---------|----------|
| | AFFORDAMATIC | | | |
| United States | ADVANCED COMFORT | 12/18/2001 | 2489738 | 75403707 |
| United States | ADVANCED COMFORT | 1/27/2015 | 4677393 | 86113512 |
| United States | CHALET MATTRESS | 1/17/2017 | 5124850 | 86455114 |
| United States | CLASSIC | 9/18/1984 | 1296339 | 73451914 |
| United States | COOL CLOUD | 12/20/2016 | 5361225 | 87275475 |
| United States | COOL GEL | 7/14/2009 | 3656017 | 78947612 |
| United States | COOL SLEEP | 7/14/2009 | 3656013 | 78945209 |
| United States | COOL SLEEP JADE | 9/15/2016 | 6102335 | 87172964 |
| United States | COOL TOP | 7/14/2009 | 3656012 | 78945080 |
| United States | DECORO | 10/19/2010 | 3864354 | 79070477 |
| United States | DEFENDABED | 11/11/2014 | 4638109 | 86025180 |
| United States | DEFEND-A-BED | 2/17/2015 | 4688863 | 86410510 |
| United States | DELANDIS (STYLIZED) | 7/12/2011 | 3994667 | 77923119 |
| United States | EUROFRAME | 1/10/2017 | 5120039 | 86543265 |
| United States | HERCULES | 9/26/2017 | 5296709 | 86332647 |
| United States | INSTANT FOUNDATION | 2/12/2013 | 4287547 | 85345339 |
| United States | MODERN SLEEP | 11/8/2016 | 5076142 | 86596085 |
| United States | MY LOFT | 11/14/2014 | 5423692 | 86455131 |
| United States | NATURAL EXPRESSIONS | 3/20/2007 | 3220504 | 78367817 |

| | | | | |
|---------------|--------------------------------------|------------|---------|----------|
| United States | PEDIC ADVANTAGE | 11/5/2013 | 4429394 | 85542730 |
| United States | POSTURE CLOUD | 3/12/2013 | 4302292 | 85458931 |
| United States | POSTURE+ | 1/17/2017 | 5124849 | 86455106 |
| United States | POSTURELOFT | 9/6/2016 | 5037125 | 86455085 |
| United States | POSTUREPLUS | 1/17/2017 | 5124851 | 86455123 |
| United States | POSTURE-TEMP | 10/18/2005 | 3007738 | 78140651 |
| United States | QUIETSLEEP | 1/12/2010 | 3738297 | 78947633 |
| United States | REVO | 7/25/2017 | 5251435 | 86091985 |
| United States | SILVERSMART | 6/12/2017 | 6042929 | 87485655 |
| United States | SLEEP OPTIONS | 8/23/2011 | 4014671 | 85007503 |
| United States | SLEEP TRENDS | 3/24/2015 | 4706908 | 86260676 |
| United States | THE NEW SHAPE OF COMFORT | 5/19/2015 | 4739924 | 86091970 |
| United States | THE SHAPE OF THINGS TO COMFORT | 5/17/2016 | 4960631 | 86092008 |
| United States | THERMIC | 6/12/2017 | 5905436 | 87485652 |
| United States | VALUEPEDIC | 7/16/2013 | 4369310 | 85455931 |
| United States | COOL ESSENTIAL | 7/19/2022 | 6798275 | 88751286 |
| United States | RUFF N ROO | 3/22/2022 | 6680018 | 88603690 |

| Mark (Jurisdiction) | TmSerialNo | Filing Date | RegNo | Reg. Date |
|---------------------|---------------|-------------|---------------|------------|
| CLASSIC (UK) | UK00003521739 | August 12, | UK00003521739 | August 12, |

| | | | | |
|--------------------------|---------------|-------------------|---------------|-------------------|
| | | 2020 | | 2020 |
| CLASSIC BRANDS (UK) | UK00003521741 | August 12, 2020 | UK00003521741 | August 12, 2020 |
| DECORO (International) | 1006657A | February 10, 2009 | 1006657A | February 10, 2009 |
| URBAN LOFT (Canada) | 1948526 | February 27, 2019 | | |
| URBAN FARMHOUSE (Canada) | 1961197 | May 6, 2019 | | |