

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793158

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rosenthal & Rosenthal, Inc.		02/28/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Highline Bedding Company, LLC		
Street Address:	20 Morris Lane		
City:	Scarsdale		
State/Country:	NEW YORK		
Postal Code:	10583		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6052733	ECO-SLEEP	
Registration Number:	6047493	RESTFUL AWAKENING	
Registration Number:	5911571	BLISSFUL LIVING	
Registration Number:	5632949	MORGAN HOME	
Registration Number:	5632127	GATHER & BE	
Registration Number:	5470908	PURELY SOFT	
Registration Number:	4831230	PINE CREEK	
Registration Number:	4831192	BRADBURY & SMITH	
Registration Number:	4831181	WEST PARK	
Registration Number:	4835824	KUTE KIDS	
Registration Number:	5183124	HIGH POINT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128897400		
Email:	hlazarus@lazarusandlazarus.com		
Correspondent Name:	Harlan M. Lazarus		
Address Line 1:	240 Madison Ave, 8th Floor		
Address Line 4:	New York, NEW YORK 10016		

OP \$290.00 6052733

NAME OF SUBMITTER:	Harlan M. Lazarus
SIGNATURE:	/s/Harlan M. Lazarus
DATE SIGNED:	03/09/2023
Total Attachments: 4 source=Trademark Assignment Agreement to Buyer - Notra Sale#page1.tif source=Trademark Assignment Agreement to Buyer - Notra Sale#page2.tif source=Trademark Assignment Agreement to Buyer - Notra Sale#page3.tif source=Trademark Assignment Agreement to Buyer - Notra Sale#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”) is executed and effective this February 28, 2023, by and between ROSENTHAL & ROSENTHAL, INC., a New York corporation, having offices at 1370 Broadway, New York, New York 10019 (the “Assignor”), as secured party in possession of the trademarks of MORGAN HOME FASHIONS INC., a New Jersey corporation, (the “Debtor”) listed on Exhibit A hereto (the “Assigned Trademarks”), and HIGHLINE BEDDING COMPANY, LLC, a Delaware limited liability company located at 20 Morris Lane, Scarsdale, NY 10583 (the “Assignee,” and, together with the Assignor, each a “Party” and together, the “Parties”).

WITNESSETH:

WHEREAS, Assignor is the secured party with a security interest in the Assigned Trademarks;

WHEREAS, Assignee agrees to purchase, and Assignor agrees to assign and transfer, all the rights and interests to the Assigned Trademarks pursuant to the terms of that certain Secured Creditor Asset Sale Agreement, dated as of February 16, 2023 (the “Sale Agreement”), by and between Assignor and Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in the Sale Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment of Trademark. Assignor hereby agrees and affirms that, in accordance with and as a result of the secured party sale referenced above and as set forth in the Sale Agreement, Assignor has transferred and assigned to Assignee Debtor’s entire right, title and interest in, and all goodwill associated with the Assigned Trademarks, including all trademark applications and registrations therefor, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns. THE AFOREMENTIONED ASSIGNMENT IS MADE WITHOUT ANY RECOURSE, REPRESENTATION, OR WARRANTY OF ANY KIND OF ANY KIND BY ASSIGNOR EXCEPT AS SET FORTH IN THE SALE AGREEMENT.

2. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by the Parties.

3. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns

4. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws, and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

5. Execution. This Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

6. Authorization. Assignor hereby requests and authorizes the Commissioner of Patents and Trademark, in the United States Patent and Trademark Office, and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States, to record and/or

register this Assignment and to record and/or register Assignee as the assignee and owner of the Assigned Trademarks.

7. Conflicts. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the Sale Agreement, the terms of the Sale Agreement shall control.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of date first above written.

ASSIGNOR:

ROSENTHAL & ROSENTHAL, INC.

DocuSigned by:
By: Gary Norman
Name: Gary Norman
Title: Executive Vice President

ASSIGNEE:

HIGHLINE BEDDING COMPANY, LLC

DocuSigned by:
By: Peter Weintraub
Name: Peter Weintraub
Title: Chief Executive Officer

Exhibit A

Assigned Trademark

	Trademark	Serial/Reg. No.	Filing Date
1.	ECO-SLEEP	88649575/6052733	October 10, 2019
2.	RESTFUL AWAKENING	88649650/6047493	October 10, 2019
3.	BLISSFUL LIVING	87588806/5911571	August 29, 2017
4.	MORGAN HOME	87916019/5632949	May 10, 2018
5.	GATHER & BE	87901555/5632127	May 1, 2018
6.	PURELY SOFT	87376781/5470908	March 19, 2017
7.	PINE CREEK	86552581/4831230	March 4, 2015
8.	BRADBURY & SMITH	86552086/4831192	March 3, 2015
9.	WEST PARK	86551936/4831181	March 3, 2015
10.	KUTE KIDS	86551825/4835824	March 3, 2015
11.	HIGH POINT	86936073/5183124	March 10, 2016