

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Park Place Corporation		07/21/2022	Corporation:
RECEIVING PARTY DATA			
Name:	James B Orders III		
Street Address:	109 Holbrook Trail		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29605		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	74431365	THE BEST NIGHT'S SLEEP YOU EVER HAD!	
Serial Number:	76463472	PARK PLACE	
Serial Number:	78604467	COOL THERAPY	
Serial Number:	76440176	AMERICAN COMFORT	
Serial Number:	78869921	NATURE'S DREAMS	
Serial Number:	78877398	NATURE'S DREAMS	
CORRESPONDENCE DATA			
Fax Number:	29601		
<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:	(864) 242-8207		
Email:	wlightsey@wyhe.com		
Correspondent Name:	Wallace K. Lightsey (Wyche, PA)		
Address Line 1:	200 E. Broad Street		
Address Line 2:	Suite 400		
Address Line 4:	Greenville, SOUTH CAROLINA 29601		
NAME OF SUBMITTER:	Devario Bruster		
SIGNATURE:	/Devario Bruster/		
DATE SIGNED:	10/12/2023		

OP \$165.00 74431365

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is made and entered into as of July 21, 2022, by and between Park Place Corporation, Inc., a South Carolina corporation ("Assignor"), by its court-appointed Receiver, L. Walter Tollison, III, and by and with the consent of all of its shareholders, on the one hand, and James B. Orders, III ("Assignee"), on the other hand.

In exchange for Two Thousand and 00/100 Dollars (\$2,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

ARTICLE I. DEFINITIONS.

1.1. The following capitalized terms, as used in this Agreement, shall have the respective meanings set forth below:

"Assigned Agreements" means all contracts and agreements by which Assignor has granted any third party the right to use, license, sub-license, sell, lease, assign, transfer, distribute, publish, broadcast, reproduce, or create derivative works from, any intellectual property of Assignor.

"Assigned Intellectual Property" means, collectively, all registered and unregistered copyrights, patents, trademarks, service marks, trade secrets, proprietary information, websites, URL's, and other intellectual property of any kind or nature, in any form or medium, and all other intangible assets currently owned or held by the Assignor associated with Assignor's Business, including, without limitation, if and to the extent in existence, any and all inventions, designs, marketing material, know-how, customer information, market research, and manufacturing, marketing, and distribution methods and processes, and including without limitation those items set forth in Appendix A, together with the goodwill of the business pertaining thereto.

ARTICLE II. ASSIGNMENT.

2.1. Intellectual Property. Assignor hereby irrevocably conveys, sells, transfers and assigns to Assignee all of Assignor's rights, titles and interests throughout the world in and to (a) the Assigned Intellectual Property, (b) all income and royalties hereafter due or payable to Assignor with respect to the Assigned Intellectual Property, (c) all damages and payments for past or future infringements and misappropriations of the Assigned Intellectual Property, and (d) all rights to sue for past, present and future infringements or misappropriations of the Assigned Intellectual Property, all for Assignee's own use and enjoyment (including, without limitation, the right to renew and/or apply for copyright, patent, trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Assigned Intellectual Property, and including any priority right that may have arisen from Assignor's use of the Assigned Intellectual Property and/or prior ownership of the registration for such Assigned Intellectual Property).

2.2. Assigned Agreements. Assignor hereby irrevocably conveys, sells, transfers and assigns to Assignee all of Assignor's rights under the Assigned Agreements, *provided*, that Assignee shall not assume or be subject to or responsible for Assignor's obligations under any such Assigned Agreements unless Assignee, in its sole and unlimited discretion, expressly agrees to do so.

2.3. Authorization. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, the United States Register of Copyrights, and any other official throughout the world whose duty is to register and record ownership in copyright applications or copyrights, patent applications or patents, and trademark applications or trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in any of the Assigned Intellectual Property.

2.4. Further Assurances. Assignor agree to execute and deliver any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee pursuant to this Agreement.

ARTICLE III. MISCELLANEOUS PROVISIONS.

3.1. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

3.2. Amendments; Waivers. This Agreement may not be modified or amended except by a written instrument signed by the parties. In addition, no waiver of any provision of this Agreement shall be binding unless set forth in a writing signed by the party granting the waiver. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.

3.3. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina, without reference to its rules of conflicts of laws.

3.4. Enforcement. If any party shall institute legal action to enforce or interpret the terms and conditions of this Agreement or to collect any monies under it, venue for any such action shall be Greenville County, South Carolina. Each party irrevocably consents to the jurisdiction of the courts located in the State of South Carolina for all suits or actions arising out of this Agreement. Each party hereto waives to the fullest extent possible, the defense of an inconvenient forum, and each agrees that a final judgment in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

3.5. Waiver of Jury Trial. EACH OF THE UNDERSIGNED DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR WITH RESPECT TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR RELATING OR INCIDENTAL HERETO.

3.6. Severability. Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

3.7. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

3.8. Entire Agreement. This Agreement contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this

Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.

3.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and each of which may bear the signature(s) of one or more of the Parties, but all of which together shall constitute one and the same instrument. A copy of this Agreement bearing the facsimile, photostatic, PDF or other copy of the signature of a Party shall be as valid for all purposes as a copy bearing that Party's original signature.

3.10. Discretion Over Prosecution. Assignee, as the acquiror of Assignor's right, title, and interest in all rights to sue for past, present and future infringements or misappropriations of the Assigned Intellectual Property, shall have sole discretion over whether to file any claim against a third party for any infringement or unlawful use of the Assigned Intellectual Property, or to defend any action or suit brought concerning any right, title, or interest in the Assigned Intellectual Property.

3.11. Records. In the event that Assignee files a claim against a third party for infringement or unlawful use of the Assigned Intellectual Property and such third party alleges that Assignor granted such third party or its affiliates a valid license or claims other immunity from suit, Assignor agree to, upon a written request from Assignee that includes a detailed description of the claim and reasonably sufficient documentation relied upon by such third party to support such allegations, unless prohibited by law or contractual obligation, provide Assignee with any and all records, documentation or communications in its possession or reasonably available to Assignor and relevant to enforcing Assignee's ownership rights in such action or claim.

3.12. No Oral Modification. No amendment or modification to the terms contained herein shall be valid or binding on the parties unless made in writing and signed.

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement as of the date first set forth above.

ASSIGNOR:

Park Place Corporation

By:

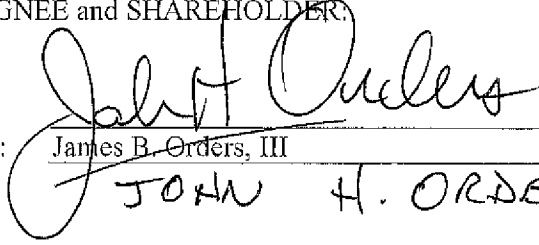
Name: L. Walter Tollison, III

Title: Receiver

ASSIGNEE and SHAREHOLDER

By:

Name:


James B. Orders, III
JOHN H. ORDERS

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement as of the date first set forth above.

ASSIGNOR:

Park Place Corporation

By:

Name: L. Walter Tollison, III

Title: Receiver

ASSIGNEE and SHAREHOLDER:

By:

Name: James B. Orders, III

SHAREHOLDER:

By:

Name: David K. Orders

SHAREHOLDER:

By:

Name: John H. Orders

Appendix A

www.parkplacecorp.com
www.sleepfoundation.com

Mark	Country	Serial #	Reg. Number	Goods & Services
ORDEREST	USA	87/833,177		020 - Box springs; Mattresses
ORDEREST	USA	87/837,730		020 - Box springs; Mattresses
THE BEST NIGHT'S SLEEP YOU EVER HAD!	USA	74/431,365	1,909,559	020 - mattresses and sleep sofas
ORDEREST IN ORDER TO REST BUY AN ORDEREST	USA	71/538,805	526,765	020 - MATTRESSES AND BOX SPRINGS
PARK PLACE	Japan		4160908	
PARK PLACE	USA	76/463,472	2,766,617	020 - Mattresses
COOL THERAPY	USA	78/604,467	3,985,043	020 - MATTRESSES
SLEEP GREAT. LIVE WELL.	USA	85/969,748	4,587,167	020 - Mattress foundations; Mattresses
AMERICAN COMFORT	USA	76/440,176	2,740,020	020 - mattresses and mattress foundations
NATURE'S DREAMS	USA	78/869,921	3,346,007	020 - Box springs; Mattress foundations; Mattresses; Pillows
NATURE'S DREAMS	USA	78/877,398	3,410,830	024 - Sheets, pillow cases, comforters, blankets, pillow shams, duvet covers, mattress pads

SHAREHOLDER:

By: _____
Name: James B. Orders, III.

APPENDIX A

www.parkplacecorp.com

www.mattressmen.com

Mark	Country	Serial #	Reg. Number	Goods & Services
ORDEREST	USA	87/833,177		020 - Box springs; Mattresses
ORDEREST	USA	87/837,730		020 - Box springs; Mattresses
THE BEST NIGHT'S SLEEP YOU EVER HAD!	USA	74/431,365	1,909,559	020 - mattresses and sleep sofas
ORDEREST IN ORDER TO REST BUY AN ORDEREST	USA	71/538,805	526,765	020 - MATTRESSES AND BOX SPRINGS
PARK PLACE	Japan		4160908	
PARK PLACE	USA	76/463,472	2,766,617	020 - Mattresses
COOL THERAPY	USA	78/604,467	3,085,043	020 - MATTRESSES
SLEEP GREAT. LIVE WELL.	USA	85/969,748	4,587,167	020 - Mattress foundations; Mattresses
AMERICAN COMFORT	USA	76/440,176	2,740,020	020 - mattresses and mattress foundations
NATURE'S DREAMS	USA	78/869,921	3,346,007	020 - Box springs; Mattress foundations; Mattresses; Pillows
NATURE'S DREAMS	USA	78/877,398	3,410,830	024 - Sheets, pillow cases, comforters, blankets, pillow shams, duvet covers, mattress pads

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Park Place Corporation

By:

Name: L. Walter Tollison, III

Title: Receiver

ASSIGNEE and SHAREHOLDER:

By:

Name: James B. Orders, III

SHAREHOLDER:

By:

Name: David K. Orders

SHAREHOLDER:

By:

Name: John H. Orders

Appendix A

www.parkplacecorp.com

Mark	Country	Serial #	Reg. Number	Goods & Services
ORDEREST	USA	87/833,177		020 - Box springs, Mattresses
ORDEREST	USA	87/837,730		020 - Box springs, Mattresses
THE BEST NIGHT'S SLEEP YOU EVER HAD!	USA	74/431,365	1,909,559	020 - mattresses and sleep sofas
ORDEREST IN ORDER TO REST BUY AN ORDEREST	USA	71/538,805	528,785	020 - MATTRESSES AND BOX SPRINGS
PARK PLACE	Japan		4180908	