

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847511

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|---|--|---------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Kimberly, LLC | | 10/16/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | KMB Acquisition, LLC | | |
| Street Address: | 3528 Precision Dr Ste 100 | | |
| City: | Fort Collins | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80528 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5318929 | ADJUSTABLE COMFORT | |
| Registration Number: | 5670951 | ADJUSTABLE COMFORT AFFORDAMATIC | |
| 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> | | | |
| Email: | trademarks@fenwick.com | | |
| Correspondent Name: | Fenwick & West LLP c/o Karen A. Webb | | |
| Address Line 1: | 801 California Street | | |
| Address Line 2: | Silicon Valley Center | | |
| Address Line 4: | Mountain View, CALIFORNIA 94041-1990 | | |
| NAME OF SUBMITTER: | Matthew S. Slevin | | |
| SIGNATURE: | /Matthew S. Slevin/ | | |
| DATE SIGNED: | 10/20/2023 | | |
| Total Attachments: 12 | | | |
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Trademark Assignment”) dated as of October 16, 2023, is entered into by and among Kimberly, LLC, a Delaware limited liability company (“Assignor”), and KMB Acquisition, LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are each sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated as of October 16, 2023, by and between Assignor and Assignee (as may be amended, modified, restated and/or supplemented from time to time, the “Purchase Agreement”), Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase certain assets of Assignor, the Purchased IP, including the Assigned Trademarks (as defined herein); and

WHEREAS, Assignor and Assignee wish to execute and deliver this Assignment for recording with the relevant governmental entities or agencies.

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

1. Defined Terms. Capitalized terms used but not defined in this Assignment shall have the meaning given to them in the Purchase Agreement.

3. Assignment. Assignor hereby irrevocably and unconditionally conveys, transfers, and assigns to Assignee all of Assignor’s right, title and interest in, to and under the following (the “**Assigned Trademarks**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto and all extensions and renewals thereof, together with the goodwill relating thereto.

(b) all rights of any kind whatsoever accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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.

2. Recordation and Further Actions. Assignor hereby authorizes the commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment

upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with, the laws of the State of New York, without giving effect to its conflict of law principles. EACH PARTY HERETO CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN THE STATE OF NEW YORK, COUNTY OF NEW YORK AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS RELATING TO SUCH AN ACTION MAY BE LITIGATED IN SUCH COURTS.

[Signature Pages Follow]

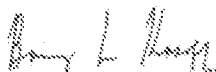
IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.


ASSIGNOR:

ASSIGNEE:

KIMBERLY, LLC

KMB ACQUISITION, LLC

By: 
Name: Barry L. Kasoff
Title: President

DocuSigned by:
By: 
Name: Robert Gould
Title: Authorized Signatory

[Signature Page to Trademark Assignment]

SCHEDULE 1

ASSIGNED TRADEMARKS

Purchased Trademarks

Status

\$ 8 Due

\$ 15 Due

Renewal Due

| Case Number | Mark | Class | Description | Filing Date Serial # | Reg. Date Reg. # | ROA Due SOU Due | Status Renewal Due |
|-------------|--|-------|--|-------------------------|-----------------------|--------------------|--|
| KIM-01 | ADJUSTABLE COMFORT [Security Interest: CERBERUS CB IP LLC] | 020 | beds; mattress foundations; bed frame parts; namely, bed slats; box springs; adjustable beds | 9/15/2016 87172978 | 10/24/2017 5318929 | ROA: SOU: | Registered 10/24/2023 10/24/2027 |
| KIM-02 | ADJUSTABLE COMFORT AFFORDAMATIC [Security Interest: CERBERUS CB IP LLC] | 020 | beds; mattress foundations; bed frame parts; namely, bed slats; box springs; adjustable beds | 3/3/2017 87358192 | 2/5/2019 5676951 | ROA: SOU: | Registered 2/5/2025 2/5/2025 2/5/2029 |
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TRADEMARK

REEL: 008234 FRAME: 0105

Purchased Trademarks

| Case Number | Mark | Class | Description | Filing Date Serial # | Reg. Date Reg. # | ROA Due SOU Due | Status § 8 Due § 15 Due Renewal Due |
|-------------|------|-------|-------------|-------------------------|---------------------|--------------------|--|
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Purchased Trademarks

| Case Number | Mark | Class | Description | Filing Date Serial # | Reg. Date Reg. # | ROA Due SOU Due | Status § 8 Due § 15 Due Renewal Due |
|-------------|------------|------------|-------------|-------------------------|---------------------|--------------------|--|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

TRADEMARK

REEL: 008234 FRAME: 0112

RECORDED: 10/20/2023