

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM863238

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CORRECTION BY DECLARATION ERRONEOUSLY FILED AGAINST REEL/FRAME 7505/0211

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HELIX SLEEP, INC.		12/21/2023	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	HELIX SLEEP, INC.
<b>Street Address:</b>	1123 Broadway
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	6155409	ALLFORM
Registration Number:	6154623	BIRCH BY HELIX
Registration Number:	5698395	BOUNDLESS
Registration Number:	5459800	HELIX
Registration Number:	5303547	HELIX
Registration Number:	4868432	H
Registration Number:	4868431	HELIX SLEEP
Serial Number:	88876153	LAZY FOR GOOD
Serial Number:	88775824	MUZZY
Serial Number:	88775832	MUZZY BY HELIX

## CORRESPONDENCE DATA

Fax Number: 9735972400

*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: 9735972500

Email: lstrademark@lowenstein.com

Correspondent Name: Matthew P. Hintz, Esq.

Address Line 1: Lowenstein Sandler LLP

Address Line 2: One Lowenstein Drive

**Address Line 4:** Roseland, NEW JERSEY 07068

**ATTORNEY DOCKET NUMBER:** 30506.3

**NAME OF SUBMITTER:** Matthew P. Hintz, Esq.

**SIGNATURE:** /Matthew P. Hintz/

**DATE SIGNED:** 12/22/2023

**Total Attachments: 12**

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**In re Helix Sleep, Inc.**

**Mark: HELIX SLEEP / Reg. No. 4,868,431**

**Mark:  / Reg. No. 4,868,432**

**Mark: HELIX / Reg. No. 5,303,547**

**Mark: HELIX / Reg. No. 5,459,800**

**Mark: BOUNDLESS / Reg. No. 5,698,395**

**Mark: BIRCH BY HELIX / Reg. No. 6,154,623**

**Mark: ALLFORM / Reg. No. 6,155,409**

**Mark: MUZZY / Ser. No. 88/775,824**

**Mark: MUZZY / Ser. No. 88/775,832**

**Mark: LAZY FOR GOOD / Ser. No. 88/876,153**

### **CORRECTION BY DECLARATION**

I, Adam M. Tishman, state as follows:

1. I have personal knowledge of the facts set forth herein.
2. I am Co-President, Direct-to-Consumer for Helix Sleep, Inc. (“Helix”).
3. In my capacity as an officer of Helix, I executed a Trademark Assignment, dated as of November 22, 2021 (“Trademark Assignment”), for the assignment of the trademarks, and registrations and applications thereto, identified above.
4. The Trademark Assignment was recorded with the Office on November 24, 2021, at Reel/Frame 7505/0211.
5. My execution of the Trademark Assignment occurred erroneously upon mistaken belief and was without due authorization by Helix and without any intent on behalf of Helix to enter into such assignment and therefore, the Trademark Assignment is *void ab initio*.
6. Brooklyn Bedding, LLC (“BB”), the assignee listed in the Trademark Assignment, did not accept the Trademark Assignment and did not deliver an executed counterpart.
7. Helix and BB entered into a Recission Agreement, dated as of October 12, 2022, to agree the Trademark Assignment is void, filed erroneously with the Office, correct the error, and agree as to their respective best interests to record their mutual understanding as to the status of the Trademark Assignment. See Exhibit A.
8. Ownership of the of the trademarks, and registrations and applications thereto, identified above has never changed and the Trademark Assignment recorded at Reel/Frame 7505/0211 against these was erroneous.

9. Helix has always been, and continues to be, the owner of the trademarks, and registrations and applications thereto, identified above.

I declare that, to the best of my knowledge and belief, the information herein is true and complete. I understand this statement is made for use as evidence in court and is subject to penalty for perjury.

HELIX SLEEP, INC.

DocuSigned by:  
*Adam M. Tishman*  
By: \_\_\_\_\_  
Name: Adam M. Tishman  
Title: Co-President, Direct-to-Consumer  
Date: 12/21/2023

# EXHIBIT A

## RESCISSION AGREEMENT

This RESCISSION AGREEMENT, dated as of October 12, 2022 (this “Agreement”) is entered into by and between HELIX SLEEP, INC., a Delaware corporation (“Helix”) and BROOKLYN BEDDING, LLC, an Arizona limited liability company (“BB”) (Helix and BB, each a “Party” and, collectively, the “Parties”).

### RECITALS

WHEREAS, an officer of Helix executed that certain Trademark Assignment, dated as of November 22, 2021 (the “Trademark Assignment”) attached hereto as Exhibit A with respect to assignment of certain trademarks as specified therein;

WHEREAS, such officer’s execution of the Trademark Assignment occurred erroneously upon mistaken belief and was without due authorization by Helix and without any Helix intent to enter into such assignment and therefore, the Trademark Assignment is *void ab initio*;

WHEREAS, BB did not accept the Trademark Assignment and did not deliver an executed counterpart; and

WHEREAS, the Parties agree the Trademark Assignment is void and was filed erroneously with the U.S. Patent and Trademark Office and desire to correct the error and agree it is in their respective best interests to record their mutual understanding as to the status of the Trademark Assignment.

### AGREEMENT

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

1. Rescission; Purported Contracts Deemed Null and Void. Each of the Parties hereby agrees that the Trademark Assignment is null and void, and that to the extent the Trademark Assignment could be considered by either of them to be in effect, it is hereby rescinded in full, effective as of the date of its execution.

2. Mutual Representations and Warranties of the Parties. The Parties warrant and represent to each other that they have been fully informed as to the terms, contents, conditions and effects of this Agreement and that they have executed the same freely and voluntarily and having had the opportunity to obtain the advice from their own attorneys and fully understand and intend this Agreement to be full, complete, and final as to all matters set forth herein. Further, the Parties warrant and represent to each other that they have executed this Agreement with the full capacity and authorization to do so. Each Party acknowledges, understands and agrees that this Agreement shall bind it and its successors or assigns.

3. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes all prior

agreements or understandings, inducements or conditions, express or implied, written or oral, between the Parties with respect hereto and thereto.

4. Governing Law. This Agreement shall be governed by the internal laws of the State of Delaware, without regard to principles of conflicts of law.

5. Further Assurances. The Parties agree to execute and deliver to each other such other documents, and to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement.

6. Construction. Each of the Parties has contributed to the drafting of this Agreement and accordingly, no rule of strict construction shall be applied against any Party.

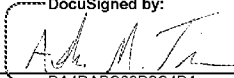
7. Counterparts. This Agreement may be executed in one or more counterparts, any one of which may be by email, and all of which taken together shall constitute one and the same instrument.

*[The remainder of this page is intentionally left blank.]*

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

**HELIX SLEEP, INC.**

DocuSigned by:

By:  \_\_\_\_\_

Name: Adam Tishman

Title: Co-CEO

**BROOKLYN BEDDING, LLC**

By: \_\_\_\_\_

Name:

Title:



**Exhibit A**  
**Trademark Assignment**

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT**, having an effective date of November 22, 2021, is made by and between Helix Sleep, Inc., a Delaware corporation ("Assignor"), and Brooklyn Bedding, LLC, an Arizona limited liability company, having an address at 30 Irving Place, Floor 9, New York, NY 10003 ("Assignee").

**WHEREAS**, subject to the terms and conditions of this Trademark Assignment, Assignor wishes to assign to Assignee, and Assignee wishes to receive, all right, title, and interest in and to the trademark registrations set forth on Schedule A and all common law and other rights, worldwide, in and to the trademarks that are the subject of such registration (such rights, collectively, the "Trademarks").

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

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all of its rights, title and interests in and to the Trademarks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, provided that, with respect to the United States intent-to-use trademark applications, the transfer of such applications accompanies the transfer of Assignor's business, or that portion of the business to which the mark pertains, and that business is ongoing and existing, and the right to renew any registration therefor, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.
2. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

*{Signatures to follow}*

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment as of the first date written above.

Helix Sleep, Inc., Assignor

DocuSigned by:  
*Adam M. Tishman*  
By: \_\_\_\_\_

Name: Adam M. Tishman

Title: CEO and Co-Founder

Schedule A  
Trademarks

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
HELIX	Canada	1,798,669	02-Sep-2016	TMA992,302	13-Mar-2018
HELIX Logo	Canada	1,798,690	02-Sep-2016	TMA998,497	07-Jun-2018
ALLFORM	United States of America	88/788,539	07-Feb-2020	6,155,409	15-Sep-2020
BIRCH BY HELIX	United States of America	88/514,880	15-Jul-2019	6,154,623	15-Sep-2020
BOUNDLESS	United States of America	87/604,074	11-Sep-2017	5,698,395	12-Mar-2019
HELIX	United States of America	87/156,623	31-Aug-2016	5,459,800	01-May-2018
HELIX	United States of America	87/975,662	31-Aug-2016	5,303,547	03-Oct-2017
Helix Logo	United States of America	86/571,776	20-Mar-2015	4,868,432	08-Dec-2015
HELIX SLEEP	United States of America	86/571,774	20-Mar-2015	4,868,431	08-Dec-2015
LAZY FOR GOOD	United States of America	88/876,153	17-Apr-2020		
MUZZY	United States of America	88/775,824	28-Jan-2020		
MUZZY BY HELIX	United States of America	88/775,832	28-Jan-2020		

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM690304

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Helix Sleep, Inc.		11/22/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brooklyn Bedding, LLC		
<b>Street Address:</b>	30 Irving Place, Floor 9		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Limited Liability Company: ARIZONA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88876153	LAZY FOR GOOD	
<b>Serial Number:</b>	88775824	MUZZY	
<b>Serial Number:</b>	88775832	MUZZY BY HELIX	
<b>Registration Number:</b>	6155409	ALLFORM	
<b>Registration Number:</b>	6154623	BIRCH BY HELIX	
<b>Registration Number:</b>	5698395	BOUNDLESS	
<b>Registration Number:</b>	5459800	HELIX	
<b>Registration Number:</b>	5303547	HELIX	
<b>Registration Number:</b>	4868432	H	
<b>Registration Number:</b>	4868431	HELIX SLEEP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>	(973)597-2500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Matthew Hintz, Esq.		
<b>Address Line 1:</b>	Lowenstein Sandler LLP		
<b>Address Line 2:</b>	One Lowenstein Drive		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		

CH \$265.00 88876153

<b>ATTORNEY DOCKET NUMBER:</b>	30506.7
<b>NAME OF SUBMITTER:</b>	Matthew P. Hintz
<b>SIGNATURE:</b>	/Matthew P. Hintz/
<b>DATE SIGNED:</b>	11/24/2021
<b>Total Attachments: 3</b> source=Assignment from Helix Sleep, Inc. to Brooklyn Bedding, LLC#page1.tif source=Assignment from Helix Sleep, Inc. to Brooklyn Bedding, LLC#page2.tif source=Assignment from Helix Sleep, Inc. to Brooklyn Bedding, LLC#page3.tif	