

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM867227

<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>
Barnhardt Manufacturing Company		12/01/2023	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Carpenter Co.		
<b>Street Address:</b>	5016 Monument Drive		
<b>City:</b>	Richmond		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23230		
<b>Entity Type:</b>	Corporation: VIRGINIA		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6563113	AZUL	
<b>Registration Number:</b>	4817514	BEDINABOX	
<b>Registration Number:</b>	2664737	BED-IN-A-BOX	
<b>Registration Number:</b>	3705720	BEDINABOX	
<b>Registration Number:</b>	6639475	BETTER SLEEP IS A BOX AWAY	
<b>Registration Number:</b>	5791732	BIGDAWG MATTRESS	
<b>Registration Number:</b>	3518840	BIO-LUX	
<b>Registration Number:</b>	5951069	BIO-LUX MARINE	
<b>Registration Number:</b>	5071978	CLEVER CONNECT	
<b>Registration Number:</b>	4421766	COOLREST	
<b>Registration Number:</b>	3838874	DAX-FOAM	
<b>Registration Number:</b>	6225660	ECO-LUX	
<b>Registration Number:</b>	6380805	KÖZISLEEP ZZ	
<b>Registration Number:</b>	3529038	MEMORY FOAM TO THE POWER OF X	
<b>Registration Number:</b>	3514067	MEMORY-LUX	
<b>Registration Number:</b>	6629510	MOTIONINABOX	
<b>Registration Number:</b>	5378641	PACBED LITE	
<b>Registration Number:</b>	5378640	PACBED ORIGINAL	
<b>Registration Number:</b>	5206441	PURRESPONSE	

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Property Type	Number	Word Mark
Registration Number:	6092004	SLEEP BETTER, DRIVE SAFER
Registration Number:	3875728	SLEEPDOG
Registration Number:	5801081	SLEEPDOG, A TRUCKER'S BEST FRIEND
Registration Number:	6861230	SLEEPMADE
Registration Number:	6634168	THE BEDINABOX DUAL HYBRID
Registration Number:	6639482	TRANQUILLIUM
Registration Number:	5897687	ULTRACOOOL
Registration Number:	3610309	VX
Serial Number:	97204670	PLATFORM BEDINABOX
Serial Number:	97204686	PLATFORMINABOX

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** trademarks@mcguirewoods.com

**Correspondent Name:** Stephanie Martinez c/o McGuireWoods LLP

**Address Line 1:** 800 East Canal Street

**Address Line 4:** Richmond, VIRGINIA 23219

<b>NAME OF SUBMITTER:</b>	Stephanie Martinez
<b>SIGNATURE:</b>	/Stephanie Martinez/
<b>DATE SIGNED:</b>	01/10/2024

**Total Attachments: 9**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of December 1, 2023 (the "Closing Date"), is entered into by Barnhardt Manufacturing Company, a North Carolina corporation (the "Assignor") in favor of Carpenter Co., a Virginia corporation (the "Assignee"). Capitalized terms used herein and not otherwise defined herein shall have respective meanings given to such terms in that certain Asset Purchase Agreement, dated as of November 10, 2023, by and among the Assignor and the Assignee (the "Purchase Agreement").

## RECITALS

WHEREAS, pursuant to the Purchase Agreement, the Assignee has acquired, among other things, all of the Assignor's right, title and interest in, to and under the Purchased Intellectual Property, which includes, without limitation, the issued patents and patent applications, registered trademarks and trademark applications, domain name registrations, and other registered and unregistered Intellectual Property listed on Appendix A hereto (collectively, the "Purchased Owned Intellectual Property");

WHEREAS, the execution and delivery of this Assignment is required under the Purchase Agreement in connection with the Closing; and

WHEREAS, in accordance with the Purchase Agreement, this Assignment is being executed and delivered to evidence and effect the sale, transfer, assignment, conveyance and delivery of the Purchased Intellectual Property to the Assignee as of the Closing Date.

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

1. Sale of Purchased Assets. The Assignor by this Assignment, as of the Closing Date, hereby irrevocably and unconditionally, conveys, transfers and delivers to the Assignee, and the Assignee hereby acquires and accepts from the Assignor, all of the Assignor's right, title and interest, worldwide, in, to and under:

(a) the Purchased Owned Intellectual Property listed on Appendix A to this Assignment, including all issuances, extensions and renewals of such registrations thereof, all associated common law rights, and all goodwill symbolized and connected with the use thereof, worldwide; and

(b) all rights to any of the foregoing including all rights provided in international treaties and convention rights; the right and power to assert, defend and recover title to any of the foregoing; all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing; all rights to any documentation evidencing, concerning or related to any of the foregoing; and all administrative rights arising from the foregoing, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions and extensions of legal protection pertaining to any of the foregoing.

2. Terms of the Agreement. This Assignment is subject to all of the representations, warranties, covenants, exclusions, indemnities, conditions and limitations set forth in the Purchase Agreement, all of which are incorporated herein by reference. Nothing in this Assignment, express or implied, is intended to be or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated other than by a written instrument signed by the Assignor and the Assignee.

3. Recordation and Further Assurances. The Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and any other governmental officials to record and register this Assignment upon request by the Assignor or the Assignee. From and after the Closing Date, the Assignor shall execute and deliver or cause to be executed and delivered to the Assignee such other agreements or instruments of transfer and assignment in addition to those required by this Assignment and/or the Purchase Agreement, and take such other actions, in each case, as the Assignee may reasonably request and at the Assignee's expense, in order to effectuate the transactions contemplated by this Assignment (including, without limitation, the registration, implementation and/or recordation of the assignment of the Purchased Intellectual Property hereunder and the prosecution, maintenance, renewal and registration of the Purchased Owned Intellectual Property).

4. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of North Carolina, without giving effect to any choice or conflict of Law provision or rule (whether of the State of North Carolina or any other jurisdiction). The parties hereto agree that any claim, controversy or dispute arising under or related to this Assignment shall be subject to and resolved in accordance with Section 9.8 of the Purchase Agreement, *mutatis mutandis*.

5. Successors and Assigns. This Assignment shall be binding upon, inure to the benefit of and be enforceable by, the Assignor and the Assignee and their respective permitted successors and assigns.

6. Headings. The headings of this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or scanned PDF pages shall be effective as delivery of a manually executed counterpart to this Assignment.

8. Notices. All notices and other communications required or permitted hereunder shall be made in accordance with, and shall be governed by, Section 9.2 of the Purchase Agreement, and the provisions thereof are incorporated herein by reference, in each case, *mutatis mutandis*.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the Closing Date.


**ASSIGNOR:**

**BARNHARDT MANUFACTURING COMPANY**

By:   
Name: Justin Swain  
Title: Chief Financial Officer

**ASSIGNEE:**

**CARPENTER CO.**

By:   
Name: Bradford Beauchamp  
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

**TRADEMARK**  
**REEL: 008313 FRAME: 0479**

Appendix A

**Purchased Owned Intellectual Property**

1. Trademarks:

Trademark Name	Country	App. No.	App. Filing Date	Reg. No.	Reg. Date	Status	Next Renewal	Action Due, Due Date
AZUL	US	87/608,069	9/14/2017	6,563,113	11/16/2021	Registered	11/16/2031	Aff of Use - 6 Year, 16-Nov-2027
BEDINABOX	US	86/534,448	2/13/2015	4,817,514	9/22/2015	Registered	9/22/2025	First Renewal, 22-Sep-2025
BED-IN-A-BOX	US	76/031,921	4/20/2000	2,664,737	12/17/2002	Registered	12/17/2032	Next Renewal, 17-Dec-2032
BEDINABOX + Design	US	77/029,167	10/25/2006	3,705,720	11/3/2009	Renewed	11/3/2029	Next Renewal, 03-Nov-2029
BETTER SLEEP IS A BOX AWAY	US	87/890,590	4/24/2018	6,639,475	2/8/2022	Registered	2/8/2032	Aff of Use - 6 Year, 08-Feb-2028
BIG DAWG MATTRESS	US	87/888,451	4/23/2018	5,791,732	7/2/2019	Registered	7/2/2029	Aff of Use - 6 Year, 02-Jul-2025
BIO-LUX	US	77/072,338	12/28/2006	3,518,840	10/21/2008	Registered	10/21/2028	Next Renewal, 21-Oct-2028
BIO-LUX MARINE	US	88/062,760	8/2/2018	5,951,069	12/31/2019	Registered	12/31/2029	Aff of Use - 6 Year, 31-Dec-2025
CLEVER CONNECT	US	86/913,465	2/19/2016	5,071,978	11/1/2016	Registered	11/1/2026	First Renewal, 01-Nov-2026
COOLREST	US	85/880,658	3/19/2013	4,421,766	10/22/2013	Registered	10/22/2033	Next Renewal, 22-Oct-2033
DAX-FOAM	US	77/733,929	5/11/2009	3,838,874	8/24/2010	Registered	8/24/2030	First Renewal, 24-Aug-2030
DAX-FOAM	Mexico	1,585,000	3/5/2015	1,606,290	1/22/2016	Registered	3/5/2025	First Renewal, 05-Mar-2025
DAX-FOAM	Mexico	1,585,001	3/5/2015	1,541,356	5/26/2015	Registered	3/5/2025	Proof of Use Due, 26-May-2024
ECO-LUX	US	88/792,812	2/11/2020	6,225,660	12/22/2020	Registered	12/22/2030	Aff of Use - 6 Year, 22-Dec-2026
KOZISLEEP + Design	US	88/250,009	1/4/2019	6,380,805	6/8/2021	Registered	6/8/2031	Aff of Use - 6 Year, 08-Jun-2027
MEMORY FOAM TO THE POWER OF X	US	78/481,385	9/10/2004	3,529,038	11/4/2008	Registered	11/4/2028	Next Renewal, 04-Nov-2028
MEMORY-LUX	US	78/555,283	1/27/2005	3,514,067	10/7/2008	Registered	10/7/2028	Next Renewal, 07-Oct-2028
MOTIONINABOX	US	88/172,934	10/29/2018	6,629,510	1/25/2022	Registered	1/25/2032	Aff of Use - 6 Year, 25-Jan-2028

**TRADEMARK**

Trademark Name	Country	App. No.	App. Filing Date	Reg. No.	Reg. Date	Status	Next Renewal	Action Due, Due Date
PACBED LITE	US	87/478,532	6/7/2017	5,378,641	1/16/2018	Registered	1/16/2028	Aff of Use - 6 Year, 16-Jan-2024
PACBED ORIGINAL	US	87/478,515	6/7/2017	5,378,640	1/16/2018	Registered	1/16/2028	Aff of Use - 6 Year, 16-Jan-2024
PLATFORM BEDINABOX	US	97/204,670	1/5/2022	N/A	N/A	Pending	N/A	
PLATFORMINABOX	US	97/204,686	1/5/2022	N/A	N/A	Pending	N/A	
PURRESPONSE	US	87/134,997	8/11/2016	5,206,441	5/16/2017	Registered	5/16/2027	Aff of Use - 6 Year, 16-May-2023
SLEEP BETTER, DRIVE SAFER	US	88/346,170	3/19/2019	6,092,004	6/30/2020	Registered	6/30/2030	Aff of Use - 6 Year, 30-Jun-2026
SLEEPDOG	US	77/849,151	10/15/2009	3,875,728	11/16/2010	Registered	11/16/2030	Next Renewal, 16-Nov-2030
SLEEPDOG, A TRUCKER'S BEST FRIEND	US	87/604,534	9/12/2017	5,801,081	7/9/2019	Registered	7/9/2029	Aff of Use - 6 Year, 09-Jul-2025
SLEEPMADE	US	97/023,714	9/13/2021	6,861,230	9/27/2022	Registered	9/27/2032	Aff of Use - 6 Year, 27-Sep-2028
THE BEDINABOX DUAL HYBRID	US	88/479,893	6/19/2019	6,634,168	2/1/2022	Registered	2/1/2032	Aff of Use - 6 Year, 01-Feb-2028
TRANQUILLIUM	US	87/900,460	4/30/2018	6,639,482	2/8/2022	Registered	2/8/2032	Aff of Use - 6 Year, 08-Aug-2027
ULTRACOOOL	US	87/556,446	8/4/2017	5,897,687	10/29/2019	Registered	10/29/2029	Aff of Use - 6 Year, 29-Oct-2025
VX (Stylized)	US	78/481,689	9/10/2004	3,610,309	4/21/2009	Registered	4/15/2029	Next Renewal, 15-Apr-2029

TRADEMARK

REEL: 008313 FRAME: 0481

2. Patent:

Patent Name	Country	App. No.	App. Filing Date	Reg. No.	Issuance Date	Status	Next Renewal	Action Due, Due Date
Sleeping bed foundation structure	US	13/998,752	12/3/2013	9,629,472	4/25/2017	Registered	10/25/2024	7.5-year Maintenance Fee due 25-Oct-2024



3. Domain Names:

Domain Name	Registrar Organization	Expiration Date
adjustablefoundation.com	Amazon Registrar, Inc. (AWS)	10/16/2024
adjustablemattressshop.com	Amazon Registrar, Inc. (AWS)	10/16/2024
athletesbed.com	Squarespace Domains II LLC	12/30/2023
badinabox.com	Amazon Registrar, Inc. (AWS)	3/14/2024
bedinabox.biz	Gandi SAS	4/6/2024
bedinabox.ca	Gandi SAS	1/5/2024
bed-in-a-box.ca	Gandi Services Inc., Gandi SAS	10/1/2024
bedinabox.co	CCI REG S.A.	7/20/2024
bedinabox.com	Amazon Registrar, Inc. (AWS)	12/20/2031
bedinabox.io	Gandi SAS	3/5/2024
bedinabox.me	Gandi SAS	8/14/2024
bedinabox.mobi	Gandi SAS	4/7/2024
bedinabox.mx	Gandi SAS	1/26/2024
bedinabox.net	Gandi SAS	7/27/2024
bedinabox.org	Gandi SAS	4/7/2024
bedinabox.store	Squarespace Domains II LLC	11/20/2023
bedinabox.us	Gandi SAS	5/13/2024
bed-in-a-box.us	Gandi SAS	9/28/2024
bedinaboxcomplaints.com	Gandi SAS	5/27/2024
bedinaboxkids.com	Amazon Registrar, Inc. (AWS)	6/30/2024
bedinaboxreviews.com	Gandi SAS	4/11/2024
bedinaboxrv.com	Amazon Registrar, Inc. (AWS)	9/7/2024
bedinabox.ca	Gandi Services Inc., Gandi SAS	7/13/2024
bedinabox.com	Amazon Registrar, Inc. (AWS)	5/30/2024
bedinabox.info	Gandi SAS	7/13/2024
bedinabox.me	Gandi SAS	7/13/2024
bedinabox.org	Gandi SAS	7/13/2024
bedinabox.us	Gandi SAS	7/12/2024
bedinthebox.ca	Gandi Services Inc., Gandi SAS	9/14/2024
bedinthebox.co	CCI REG S.A.	9/13/2024
bed-in-the-box.com	Gandi SAS	9/29/2024
bedinthebox.info	Gandi SAS	9/14/2024

Domain Name	Registrar Organization	Expiration Date
bed-in-the-box.info	Gandi SAS	9/29/2024
bedinthebox.me	Gandi SAS	9/14/2024
bedinthebox.net	Gandi SAS	9/14/2024
bed-in-the-box.net	Gandi SAS	9/29/2024
bedinabox.org	Amazon Registrar, Inc. (AWS)	11/2/2024
bednaboxes.com	Amazon Registrar, Inc. (AWS)	11/2/2024
bednaccontainer.com	Amazon Registrar, Inc. (AWS)	11/2/2024
bestsleepeverclub.com	Amazon Registrar, Inc. (AWS)	10/23/2024
biab.us	Google LLC / Squarespace Domains II LLC	7/12/2024
bradleyselect.com	Gandi SAS	3/21/2024
buisleepmade.com	Squarespace Domains II LLC	9/14/2024
getsleepmade.com	Squarespace Domains II LLC	9/15/2024
givethegiftofsleep.com	Amazon Registrar, Inc. (AWS)	11/10/2023
kozisleep.com	Amazon Registrar, Inc. (AWS)	12/4/2023
luxurybedinabox.com	Amazon Registrar, Inc. (AWS)	11/3/2024
memoryfoamblog.org	Gandi SAS	2/11/2024
memoryfoammattress.us	Gandi SAS	3/3/2024
memoryfoantopper.biz	Gandi SAS	8/29/2024
memoryfoantoppers.biz	Gandi SAS	8/29/2024
memoryfoantoppers.us	Gandi SAS	8/29/2024
memoryfoantopperonline.com	Gandi SAS	8/20/2024
motioninabox.com	Amazon Registrar, Inc. (AWS)	10/16/2024
movietheaterinabox.com	Amazon Registrar, Inc. (AWS)	10/23/2024
multicomfortbed.com	Amazon Registrar, Inc. (AWS)	11/4/2024
multicomfortmattress.com	Amazon Registrar, Inc. (AWS)	11/4/2024
originalbedinabox.com	Amazon Registrar, Inc. (AWS)	4/12/2024
pacbed.com	Amazon Registrar, Inc. (AWS)	5/23/2024
pacbedoriginal.com	Amazon Registrar, Inc. (AWS)	5/23/2024
platformbedinabox.com	Squarespace Domains II LLC	12/26/2023
platforminabox.com	Squarespace Domains II LLC	5/17/2024
sleepacademy.org	Amazon Registrar, Inc. (AWS)	9/25/2024
sleepdog.us	Google LLC / Squarespace Domains II LLC	4/20/2024

Domain Name	Registrar Organization	Expiration Date
sleepdogmattress.com	Amazon Registrar, Inc. (AWS)	3/31/2024
sleepmade.com	GoDaddy.com, LLC	8/7/2025
theathletesbed.com	Squarespace Domains II LLC	6/18/2024
thebedinabox.com	Amazon Registrar, Inc. (AWS)	1/28/2024
thebestbedinabox.info	Gandi SAS	10/13/2024
thebestbedinabox.net	Amazon Registrar, Inc. (AWS)	10/13/2024
thebestbedinabox.org	Amazon Registrar, Inc. (AWS)	10/13/2024
thefoundationinabox.com	Amazon Registrar, Inc. (AWS)	2/26/2024
theoriginalbedinabox.ca	Gandi Services Inc., Gandi SAS	2/24/2024
theoriginalbedinabox.com	Amazon Registrar, Inc. (AWS)	2/24/2024
theoriginalbedinabox.info	Gandi SAS	2/24/2024
theoriginalbedinabox.org	Gandi SAS	2/24/2024
theoriginalpached.com	Amazon Registrar, Inc. (AWS)	5/23/2024
adjustablefoundation.com	Amazon Registrar, Inc. (AWS)	10/16/2024

4. The following unregistered trademarks:

- a. SleepMade
- b. BedInABox
- c. SleepDog