

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Myra's Bed, Inc.		09/18/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Grass, LLC
Street Address:	719 S. Los Angeles Street - No. 1124
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90014
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	76525468	GRASS LA
Serial Number:	78429759	GRASS

CORRESPONDENCE DATA	
Fax Number:	(212)629-4013
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-695-8100
Email:	jmost@goetzfitz.com
Correspondent Name:	Goetz Fitzpatrick LLP
Address Line 1:	One Penn P laza - Suite 4401
Address Line 4:	New York, NEW YORK 10119

ATTORNEY DOCKET NUMBER:	GRASS, LLC
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NAME OF SUBMITTER:	Jack L. Most, Esq.
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Total Attachments: 2 source=Grass#page1.tif source=Grass#page2.tif

OP \$65.00 76525468

TRADEMARK ASSIGNMENT

WHEREAS, Myra's Bed, Inc., a California corporation, with its principal place of business at 719 S. Los Angeles Street, No. 1124, Los Angeles, California, 90014 (hereinafter, "Assignor"), has adopted and is using the trademark(s) identified on Exhibit "A", which is attached hereto and incorporated herein by this reference (hereinafter, the "Marks", which term shall also include any registrations or applications therefore, including, without limitation, those registrations and applications identified on Exhibit "A", as well as all common law rights therein);

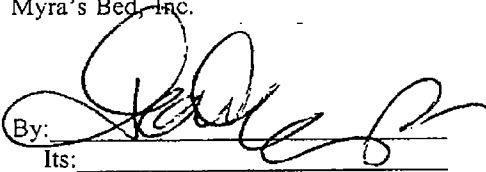
WHEREAS, Grass, LLC, a California limited liability company, with its principal place of business at 719 S. Los Angeles Street, No. 1124, Los Angeles, California, 90014 (hereinafter, "Assignee"), is desirous of acquiring the Marks and all of Assignor's right, title and interest in the Marks, plus the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, effective as of June 1, 2004, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, as part of its assignment of its business assets to Assignee, assigns and transfers unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Marks together with the goodwill symbolized by the Marks, and any and all claims and demands at law or in equity that Assignor now has or may hereafter acquire on account of any infringement of the Marks prior to the date hereof.

Assignor:

Myra's Bed, Inc.

Date: 09-18-04

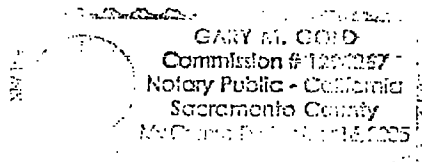
By: 
Its: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 18th day of September 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Cherpas, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[seal]



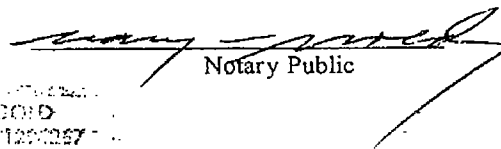

Notary Public

Exhibit "A"

Trademarks

Applications

Country	Mark	Serial No.
USA	GRASS	78/429,759
USA	GRASS LA	76/525,468

Common Law Rights

Country	Mark	First Use
USA	GRASS	June 3, 2003
USA	GRASS LA	