

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS 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>
Eastman House of California, Inc.		04/15/2004	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	E.S. Kluff & Company, LLC		
<b>Street Address:</b>	4601 E. Airport Drive		
<b>City:</b>	Ontario		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91761		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	624994	VITAGENIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)824-9696		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(310) 825-5555		
<b>Email:</b>	doctetla@fulpat.com		
<b>Correspondent Name:</b>	I. Morley Drucker, Esq.		
<b>Address Line 1:</b>	6060 Center Drive, Tenth Floor		
<b>Address Line 2:</b>	Fulwider Patton LLP		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90045		
<b>ATTORNEY DOCKET NUMBER:</b>	KLUFT-68272		
<b>NAME OF SUBMITTER:</b>	I. Morley Drucker		
<b>Signature:</b>	/I. Morley Drucker/		
<b>Date:</b>	02/01/2006		

CH \$40.00 624994

Total Attachments: 4  
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## ASSIGNMENT

WHEREAS, Eastman House of California, Inc., a California corporation located at 401 S. Roosevelt Avenue, Burlington, Iowa 52601-1685 (hereinafter "Assignor"), is the owner of certain trademarks including those represented in certain United States Trademark registrations, common law trademarks represented in expired registrations, registered domain names, and in unregistered trade name(s), all as listed on Schedule A ("Trademark Properties"); and,

WHEREAS, E.S. Kluff & Company, LLC, a California limited liability company located at 1701 Lexington Road, Beverly Hills, California 90210 (hereinafter "Assignee"), desires to acquire said Trademark Properties;

### NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN

Be it known that for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration said Eastman House of California, Inc., hereby acknowledges the aforesaid contribution, assignment and transfer, and by these presents does contribute, assign and transfer unto E.S. Kluff & Company, LLC the entire right, title and interest in and to the Trademark Properties, including the Certificates of Registrations, together with the goodwill of the business symbolized by the Trademark Properties, together with all rights of action, in law or in equity, for any past or future infringement thereof. Assignor agrees to promptly execute and deliver to Assignee or its legal representatives all papers, instruments or affidavits required to carry out and record this transfer and assignment of the Trademark Properties to Assignee.

The Trademark Properties are to be held and enjoyed by E.S. Kluff & Company, LLC for its own use and benefit and for its successors and assigns to the full end of the present or extended term for which Certificates of Registrations have been granted, and, as to those Trademark Properties where no Certificates of Registration are presently in force, to the full end

of their lawful use in commerce, as fully and entirely as the same would have been held by Eastman House of California, Inc. if this assignment and contribution had not been made.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and effective as of the 15 day of APRIL, 2004.

WITNESS Assignor's hand:

EASTMAN HOUSE OF CALIFORNIA, INC.

By: [Signature]  
Name: Gary H. Wells  
Title: Secretary & Treasurer

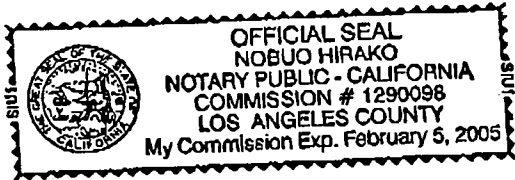
STATE OF CALIFORNIA )  
 ) SS:  
COUNTY OF LOS ANGELES )

Before me, a Notary Public, in and for said County and State, personally appeared the above-named for Assignor, GARY HOWARD, to me personally known, and who executed the foregoing Assignment in my presence and acknowledged the execution thereof as his free and voluntary act and deed for the uses and purposes therein set forth and expressed.

[Signature]  
Notary Public

My Commission Expires:

FEB 5, 2005



### Schedule A

<i>U.S. Trademark Registrations</i>		<i>Reg. Date</i>
<i>Tm. Reg. No.</i>	<i>Mark</i>	
1,895,115	AIRELOOM	5/23/95
1,493,145	RIP VAN WINKLE	6/21/88
644,212	SLUMBERLOUNGE	4/16/57
1,024,704	SLUMBERLURE	11/11/75
913,355	SUPER FETHERBED	6/8/71
624,994	VITAGENIC	4/10/56

<i>U.S. Trademark Lapsed Registrations</i>		<i>Lapsed</i>
<i>Tm. Reg. No.</i>	<i>Mark</i>	
570,013	AIRELOOM & Design	2/3/93
1,194,723	ELECTRAJUST (Stylized)	3/25/03
1,188,683	1 FIREFIGHTER & Design	12/17/02
624,995	HOLLANDAIRE (Stylized)	1/13/97

<i>Unregistered Trade Name</i>
AIRELOOM HANDCRAFTED SLEEP PRODUCTS

Also see attached.