

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LBC CANADA, INC.		10/01/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	HOLLANDER SLEEP PRODUCTS, LLC		
Street Address:	6501 CONGRESS AVENUE		
Internal Address:	SUITE 300		
City:	BOCA RATON		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3344156	LET SLEEP SURROUND YOU	
Registration Number:	3359662	NATURE'S LOFT	
Registration Number:	3369383	SLEEP 360	
CORRESPONDENCE DATA			
Fax Number:	9086547866		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	908-654-5000		
Email:	trademarkadmin@ldlkm.com		
Correspondent Name:	BRUCE H. SALES		
Address Line 1:	600 SOUTH AVENUE WEST		
Address Line 4:	WESTFIELD, NEW JERSEY 07090		
ATTORNEY DOCKET NUMBER:	HOLLANDER 10.1-887,-8,-9		
NAME OF SUBMITTER:	BRUCE H. SALES		

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Signature:	/BRUCE H. SALES/
Date:	10/04/2013
Total Attachments: 9 source=20131004141150043#page1.tif source=20131004141150043#page2.tif source=20131004141150043#page3.tif source=20131004141150043#page4.tif source=20131004141150043#page5.tif source=20131004141150043#page6.tif source=20131004141150043#page7.tif source=20131004141150043#page8.tif source=20131004141150043#page9.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "ASSIGNMENT") is made and entered into as of October 1, 2013 ("EFFECTIVE DATE") by and between **LBC Canada Inc.**, a Canadian corporation, with its principal office at 5415 ch de la Côte-de-Liesse, Saint-Laurent, QC H4P 1A1 ("ASSIGNOR"), and **Hollander Sleep Products, LLC**, a Delaware limited liability company, with its principal office at 6501 Congress Avenue, Suite 300, Boca Raton, Florida 33487 ("ASSIGNEE").

WHEREAS, ASSIGNOR wishes to assign to ASSIGNEE, and ASSIGNEE wishes to acquire from ASSIGNOR, the trademarks, trademark registrations and applications set forth on the Schedule attached hereto, in each case, together with the goodwill of the foregoing and of the business associated therewith (collectively, the "MARKS").

NOW, THEREFORE, for good and valuable consideration of the sum of one dollar US (US \$1.00), the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over to ASSIGNEE the entire right, title and interest in and to the MARKS, for Canada, the United States and all countries throughout the world, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of Canada, the United States or any country throughout the world, now or hereafter in effect, for ASSIGNEE's own use and enjoyment, and for the use and enjoyment of ASSIGNEE's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this ASSIGNMENT had not been made, together with all income, royalties or payments due or payable as of the EFFECTIVE DATE or thereafter, including, without limitation, all claims for damages, including those in equity by reason of past, present or future infringement or other unauthorized or unfair use of the MARKS, with the right to sue for, and collect the same for ASSIGNEE's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

ASSIGNOR hereby requests that ASSIGNEE be recorded as the owner of the MARKS.

ASSIGNOR shall take all further actions, and provide to ASSIGNEE, ASSIGNEE's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, ASSIGNMENTS, powers of attorney or other documentation) requested by ASSIGNEE to more fully and effectively effectuate the purposes of this ASSIGNMENT, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the MARKS and this ASSIGNMENT; (3) obtaining any additional trademark protection relating to rights assigned herein that ASSIGNEE reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in Canada, the United States or in any country

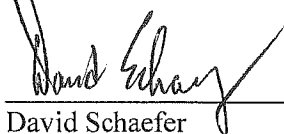
throughout the world; and (4) in the implementation or perfection of this ASSIGNMENT in all applicable jurisdictions throughout the world.

* * * * *

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IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this ASSIGNMENT to be executed by their duly authorized representatives as of the EFFECTIVE DATE.

DBC CANADA INC.

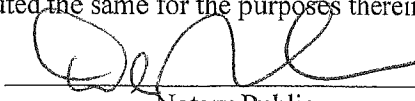


David Schaefer
Chief Financial Officer

STATE OF Florida) SS:
COUNTY Polk)


On this 1 day of Oct, 2013 before me personally appeared, David Schaefer, known to me to be the individual described in and who executed the foregoing instrument, and who thereupon acknowledged to me that he executed the same for the purposes therein set forth.

NOTARY PUBLIC-STATE OF FLORIDA
Dena Fisher
Commission # EE118756
Expires: AUG. 19, 2015
BONDED THRU ATLANTIC BONDING CO., INC.



Notary Public

HOLLANDER SLEEP PRODUCTS, LLC

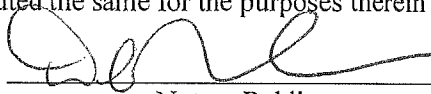


Chris Baker
Chief Executive Officer

STATE OF Florida) SS:
COUNTY Polk)

On this 1 day of Oct, 2013 before me personally appeared, Chris Baker, known to me to be the individual described in and who executed the foregoing instrument, and who thereupon acknowledged to me that he executed the same for the purposes therein set forth.



NOTARY PUBLIC-STATE OF FLORIDA
Dena Fisher
Commission # EE118756
Expires: AUG. 19, 2015
BONDED THRU ATLANTIC BONDING CO., INC.



Notary Public

SCHEDULE

TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
THE BLUE WHALE	Mexico	1165199 3/22/2011	1233787 8/18/2011
THE BLUE WHALE	Mexico	1100701 6/30/2010	1227550 7/15/2011
A.H.F.	Canada	1421286 12/10/2008	TMA758656 2/2/2010
ADJUSTAFIL	Canada	1346660 5/2/2007	TMA710196 3/26/2008
AHF and Design 	Canada	1421287 12/10/2008	TMA758655 2/2/2010
BABY BLUE	Canada	1487405 7/5/2010	TMA796525 5/2/2011
BASIC COMFORT	Canada	1477224 4/16/2010	TMA791232 2/21/2011
BEAR NECESSITIES	Canada	1074762 9/13/2000	TMA564809 7/17/2002
BEYOND DOWN	Canada	1555263 12/7/2011	TMA838340 12/12/2012
BIG COMFORT	Canada	1418469 11/17/2008	TMA757693 1/22/2010
BIO-BAG	Canada	1424031 1/9/2009	TMA762644 3/25/2010
BIO-BAG ... and Design  Biodégradable - Compostables Packaging/Emballage	Canada	1424136 1/12/2009	TMA763908 4/12/2010
BIOCRISTAL	Canada	1439354 5/27/2009	TMA766718 5/13/2010
BRITE WHALE	Canada	1281897 11/25/2005	TMA681709 2/15/2007
BUG BLOCK	Canada	1517755 3/4/2011	TMA817566 2/14/2012

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
CHOICES COLLECTION	Canada	1355911 7/12/2007	TMA717727 7/2/2008
CLEAN COMFORT	Canada	1371773 11/13/2007	TMA729336 11/24/2008
CLEAN LIVING	Canada	1385283 2/28/2008	TMA729332 11/24/2008
CLEANLOFT	Canada	1386815 3/11/2008	TMA729334 11/24/2008
COMFORTLOFT	Canada	1342281 3/28/2007	TMA707970 2/21/2008
COSMIC DREAMS	Canada	1150549 8/22/2002	TMA600977 1/29/2004
COTON D'OR	Canada	1379243 1/15/2008	TMA729330 11/24/2008
COTTON D'OR	Canada	1379251 1/15/2008	TMA729331 11/24/2008
CREATIONS	Canada	1205654 2/3/2004	TMA701411 11/22/2007
DOWN WRAP	Canada	1442733 6/25/2009	TMA768528 6/2/2010
DREAM CATCHER	Canada	1194299 10/21/2003	TMA626044 11/19/2004
EARTHSMART	Canada	1314923 8/23/2006	TMA693174 7/31/2007
ECOCOMFORT	Canada	1387259 3/13/2008	TMA729339 11/24/2008
FIBRELOGIC	Canada	1272580 9/9/2005	TMA673164 9/22/2006
FIBRELOGIC	Canada	1272581 9/9/2005	TMA671536 8/29/2006
FREEFORM	Canada	1122796 11/20/2001	TMA589539 9/11/2003
GREAT SLEEP	Canada	1544177 9/20/2011	TMA831859 9/12/2012
GREAT WHITE	Canada	1161906 12/11/2002	TMA681268 2/7/2007

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
HEALTHY SLEEP SOLUTION	Canada	1304407 5/24/2006	TMA686573 4/25/2007
INTELLALOFT	Canada	1346659 5/2/2007	TMA710195 3/26/2008
L'IL GUPPY	Canada	1205655 2/3/2004	TMA628771 12/20/2004
LBC	Canada	1486934 6/29/2010	TMA797668 5/16/2011
LBC CANADA	Canada	1486935 6/29/2010	TMA797667 5/16/2011
LET SLEEP SURROUND YOU	Canada	1308607 6/29/2006	TMA691448 7/6/2007
MATTRESS MAKEOVER	Canada	1324776 11/9/2006	TMA703778 12/21/2007
MIRACLE DREAMS	Canada	1390225 4/7/2008	TMA742935 7/2/2009
MODERN HOME	Canada	1389289 3/31/2008	TMA729329 11/24/2008
NATURE'S LOFT	Canada	4/25/2006	TMA692858 7/27/2007
OXFORD STRIPE	Canada	1312413 8/1/2006	TMA715693 6/3/2008
PILLOW PAL	Canada	1104503 5/25/2001	TMA578631 3/31/2003
PLUSH TOUCH	Canada	1304465 5/29/2006	TMA690989 6/27/2007
PÜR COMFORT	Canada	1558617 1/5/2012	TMA839518 1/8/2013
PÜR PLUSH	Canada	1558625 1/5/2012	—
PÜR SUPPORT	Canada	1558618 1/5/2012	TMA839517 1/8/2013
PÜR VALUE	Canada	1558619 1/5/2012	TMA844892 2/27/2013
PURELOFT	Canada	1301704 5/10/2006	TMA688686 5/31/2007

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
QUEST	Canada	1510560 1/10/2011	TMA815264 1/10/2012
QUILTESSENTIAL	Canada	1099615 4/17/2001	TMA578413 3/27/2003
ROAR	Canada	1200721 12/29/2003	TMA628753 12/20/2004
SENSALOFT	Canada	1370325 10/25/2007	TMA729328 11/24/2008
SENSALUX	Canada	1346658 5/2/2007	TMA710194 3/26/2008
SILKSATION	Canada	1594792 9/19/2012	—
SIMPLE COMFORT	Canada	1312384 7/31/2006	TMA693163 7/31/2007
SIMPLY HOME	Canada	1094431 3/1/2001	1094431 8/21/2002
SIMPLY WHITE	Canada	1209599 3/8/2004	TMA634698 3/9/2005
SLEEP 360	Canada	1306182 6/6/2006	TMA694994 8/29/2007
SLEEP 365	Canada	1306344 6/7/2006	TMA691387 7/5/2007
SLEEP CLASSICS	Canada	1450539 9/3/2009	TMA773119 7/28/2010
SLEEP CONCEPTS	Canada	1052777 3/29/2000	TMA556740 1/22/2017
SLEEP PACK	Canada	1117716 10/5/2001	TMA589627 9/12/2003
SLEEP SUPPORT SYSTEM	Canada	1053588 4/4/2000	TMA565033 7/22/2002
SMART FIBRE	Canada	1275403 10/12/2005	TMA740173 5/14/2009
SOLUTIONS	Canada	1123039 11/22/2001	TMA609509 5/6/2004
STUDENT CHOICE	Canada	1371683 11/6/2007	TMA729335 11/24/2008

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
STUDENT EDITIONS	Canada	1371654 11/5/2007	TMA729333 11/24/2008
SWEET SLUMBER	Canada	1322421 10/25/2006	TMA693687 8/8/2007
TERRAMORA	Canada	1346661 5/2/2007	TMA710197 3/26/2008
THE BLUE WHALE	Canada	1504934 11/23/2010	TMA807902 9/28/2011
THE BLUE WHALE	Canada	0858547 10/14/1997	TMA498787 8/17/1998
THE GREAT WHITE	Canada	1016882 5/26/1999	TMA540895 2/7/2001
THERA FOAM	Canada	1090767 1/29/2001	TMA570130 11/1/2002
TOP SHIELD	Canada	1458051 11/5/2009	TMA781429 11/2/2010
VERTICAL FIBRE	Canada	1306147 6/2/2006	TMA696464 9/13/2007
VERTICAL FIBRE ... and Design <small>New Generation Comfort</small> VERTICAL FIBRE <small>Confort nouvelle generation</small>	Canada	1306183 6/5/2006	TMA696298 9/12/2007
VERY SPECIAL OVERNIGHT PILLOW	Canada	1251178 3/14/2005	TMA658196 2/7/2006
VSOP	Canada	1251179 3/14/2005	TMA655371 12/16/2005
WHALE	Canada	0858615 10/14/1997	TMA502798 10/26/1998
WHISPERS	Canada	1150548 8/22/2002	TMA601510 2/5/2004
WONDER LOFT	Canada	1237662 11/12/2004	TMA652782 11/16/2005
WONDERLOFT (Stylized) <i>Wonder</i> LOFT	Canada	1237661 11/12/2004	TMA653117 11/22/2005

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
LET SLEEP SURROUND YOU	U.S.	78/932979 7/19/2006	3344156 11/27/2007
NATURE'S LOFT	U.S.	78/879696 5/9/2006	3359662 12/25/2007
SLEEP 360	U.S.	78/932936 7/19/2006	3369383 1/15/2008