

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389287

<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>
American Mattress, Inc.		06/09/2016	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mr. Robert Sherman		
<b>Street Address:</b>	12 S. Wynstone Drive		
<b>City:</b>	North Barrington		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60010		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86913811	NIGHT AFTER NIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126481212		
<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>	(312) 648-2300		
<b>Email:</b>	gerald.newman@sfnr.com		
<b>Correspondent Name:</b>	Gerald M. Newman		
<b>Address Line 1:</b>	222 South Riverside Plaza		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-6101		
<b>NAME OF SUBMITTER:</b>	Gerald M. Newman		
<b>SIGNATURE:</b>	/Gerald M. Newman/		
<b>DATE SIGNED:</b>	06/27/2016		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into this ~~March~~ <sup>June</sup> 9<sup>th</sup> day of ~~March~~, 2016 (the "Effective Date"), by and between American Mattress, Inc., an Illinois corporation having its principal place of business at 2350 Pinehurst Blvd., Addison, Illinois, 60101 ("Assignor") and Robert Sherman, a U.S. citizen with an address of 12 S. Wynstone Drive, North Barrington, Illinois 60010 ("Assignee").

WHEREAS, Assignor is the owner of the trademark and the United States trademark application for the mark NIGHT AFTER NIGHT, U.S. Serial No. 86/913,811, filed on February 19, 2016 (the "Mark");

WHEREAS, Assignor wishes to assign and transfer all rights in the Mark, and the application therefor and any registration resulting therefrom, and Assignee wishes to acquire all rights in the Mark, and the application therefor and any registration resulting therefrom from Assignor;

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all worldwide right, title and interest in, to and under the Mark, including without limitation any application or registration therefor in any jurisdiction, any common law rights therein, and any trade name, business name or domain name incorporating the Mark, and any other rights Assignor may have in the Mark, together with the goodwill of the business connected with the use of and symbolized by the Mark, and together with all causes of action for the infringement of the Mark. Assignor and Assignee acknowledge and agree that Assignee is a successor of the entire business or portion thereof to which the Mark pertains, which business is ongoing and existing.

2. Warranties. Assignor represents and warrants that (i) it is the owner of all right, title and interest in the Mark, and has not granted any rights or interests in the Mark to any other person or entity, or otherwise encumbered the Mark in any manner; (ii) it has the authority to enter into this Agreement and fully perform all of its obligations hereunder; (iii) to its knowledge, the statements made in the applications for trademark registration of the Mark are true and correct; and (iv) to its knowledge, there is no claim or threatened claim that the Mark or its use of the Mark infringes, violates or breaches the rights of any other person or entity.

3. Entire Agreement. This Agreement constitutes the entire understanding of the parties, and supersedes any prior agreements or communications, concerning the subject matter described herein and therein.

[signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment Agreement as of the Effective Date.

American Mattress, Inc.

Robert Sherman

By: Michael Kenne

Name:

Title:

Date:

By: [Signature]

Name:

Date: 6/9/2016

ACKNOWLEDGEMENT

STATE OF ILLINOIS

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COUNTY OF DuPage )

Be it remembered on this 9<sup>th</sup> day of June, 2016, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Michael Kenne, to me known, who being by me duly sworn according to law, on his/her oath does depose and make proof of my satisfaction that he was at the time of the execution thereof the President of American Mattress, Inc., the assignor in the foregoing instrument; and that he/she signed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his authority.

Kristie L Pechiel

Notary Public

