

900385081 11/17/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405789

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Englander Sleep Products, L.L.C.		09/12/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Chiro-Matic, LLC		
Street Address:	939 Ridge Road		
City:	Monmouth Junction		
State/Country:	NEW JERSEY		
Postal Code:	08852		
Entity Type:	Limited Liability Company: New Jersey (TL 11-21-2016)		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1630881	SPORTS MATTRESS	
CORRESPONDENCE DATA			
Fax Number:	2253889133		
<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>			
Email:	bill.caughman@keanmiller.com		
Correspondent Name:	William L. Caughman III		
Address Line 1:	P.O. Box 3513		
Address Line 4:	Baton Rouge, LOUISIANA 70821		
NAME OF SUBMITTER:	William L. Caughman III		
SIGNATURE:	/WilliamLCaughmanIII/		
DATE SIGNED:	11/17/2016		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated effective as of September 1, 2016, is by and among Englander Sleep Products, L.L.C., a Delaware limited liability company ("Seller"), and Chiro-Matic, LLC, a New Jersey limited liability company ("Buyer") (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Seller is the owner of the trademark SPORTS MATTRESS, used in association with the sale of mattresses and box springs, and considering Sellers desire to transfer and assign all right title and interest in the trademark to Buyer;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Seller hereby sells, conveys, transfers and assigns to, and vests in, Buyer, its successors and assigns forever, all of Seller' right, title and interest, legal or equitable, in and to the trademark SPORTS MATTRESS for use with mattresses and box springs (the "Mark"), and all goodwill associated therewith. Such conveyance, transfer, assignment, and vesting shall be effective as of 12:01 A.M. on September 1, 2016. In consideration of this transfer, Buyer shall pay to Seller, in immediately available funds, the amount of \$1,500.00 on or before September 1, 2016.

2. Transfer of the Mark includes all right, title and interest in the federal trademark registration before the United States Patent and Trademark Office, Registration Number 1630881.

3. The Mark is transferred by Seller without any warranty whatsoever, including any warranty as to the validity or enforceability of the Mark, or of United States Patent and Trademark Office Registration Number 1630881.

4. Transfer of the Mark includes any and all litigious rights related to or arising out of the Mark, including, but not limited to, all rights by Seller to sue for infringement, damages, and declaratory and injunctive relief, regardless of whether such rights arise from conduct occurring before or after the effective date hereof.

5. At any time and from time to time after the date hereof, the Parties shall execute and deliver, or shall cause to be executed and delivered, to the other Party such other instruments and take such other action as may be reasonably requested to carry out the intent and purposes of this Agreement.

6. This Agreement and the covenants and agreements herein contained shall survive the date hereof and shall inure to the benefit of the Parties and their respective


successors and assigns, and shall be binding upon the Parties and their respective successors and assigns.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

8. Each party represents and warrants to the other party as follows: (i) it is an entity duly organized, validly existing and in good standing under the laws of its State of formation; (ii) it has all requisite corporate power and authority to execute and deliver this Agreement and perform all of its obligations hereunder; (iii) it has taken all corporate action necessary for the authorization of this Agreement and the performance of all of its obligations hereunder; and (iv) this Agreement, when executed and delivered by the parties hereto, will be its valid and binding obligation enforceable against it in accordance with the terms hereof, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, and (b) general principles of equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

SELLER
Englander Sleep Productes, L.L.C.

By: 
Kevin Toman, President

BUYER
Chiro-Matic, LLC

By: Debbie Carlitz

Print: Debbie Carlitz

Its: Chiromatic LLC

September 12, 2016