# CH \$240.00 5006

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM629067

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
American National Manufacturing, Inc.		11/18/2020	Corporation: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	Number Bed Holdings, LLC		
Street Address:	8601 Monrovia		
City:	Lenexa		
State/Country:	KANSAS		
Postal Code:	66215		
Entity Type:	Limited Liability Company: MISSOURI		

#### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	5006234	INSTANT COMFORT
Registration Number:	4976944	FLEX-HEAD
Registration Number:	5006243	INSTANT COMFORT
Registration Number:	5868642	FLEX HEAD
Registration Number:	4724722	ENDLESS COMFORT
Registration Number:	4569454	SIT, SLEEP & STORE
Registration Number:	4713719	LUMBAIR
Registration Number:	4544404	YOU DON'T FEEL THE SAME WAY EVERY DAY, S
Serial Number:	88824725	CUDDLE ZONE

#### **CORRESPONDENCE DATA**

**Fax Number:** 8164743216

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.

**Phone:** 816-474-8100

Email: sfaction@spencerfane.com

Correspondent Name: MARCIA SHUTTS, SPENCER FANE LLP
Address Line 1: 1000 WALNUT STREET, SUITE 1400
Address Line 4: KANSAS CITY, MISSOURI 64106

NAME OF SUBMITTER: Kyle L. Elliott

TRADEMARK REEL: 007207 FRAME: 0271

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SIGNATURE:	/Kyle L. Elliott/		
DATE SIGNED:	03/01/2021		
Total Attachments: 7			
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#### ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, American National Manufacturing, Inc., a corporation duly organized under the laws of the state of California, having its principal office and place of business at 252 Mariah Circle, Corona, California 92879 USA, (hereinafter "Assignor"), is the owner of the entire right, title and interests in and to the Intellectual Property listed on the attached Schedule I; and

WHEREAS, Number Bed Holdings, LLC, a Missouri limited liability company, having its principal office and place of business at 8601 Monrovia, Lenexa, Kansas 66215 USA, (hereinafter "Assignee"), is desirous of acquiring Assignor's entire right, title, and interest in and to said Intellectual Property listed on the attached Schedule I; and

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants herein contained, and other good and valuable consideration (the receipt, adequacy, and sufficiency of which are hereby acknowledged by the parties by their execution hereof), the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee and Assignee hereby accepts, all of Assignor's world wide right, title, and interest in and to Assignor's intellectual property now existing, as of December 1, 2019, or hereafter created, owned, purchased or otherwise acquired, including the following (the "Assigned IP"):
  - a. all ideas, information, discoveries, concepts, techniques, patentable inventions (and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof), unpatentable inventions, process, machine, manufacture, or composition of matter, or any new and useful improvement thereof ("Inventions");
  - b. all patents, including the patents identified on Schedule I ("Patents") that have issued in the territory of the United States of America and the entire world, including any patent applications filed therefor, and any patents that may issue thereon, including any provisional, design, utility, divisional, continuation, continuation-in-part, reissue, reexamination, and international applications, and any patents that may issue thereon, and including all priority rights for patent applications foreign to the United States of America;
  - c. all trademarks, including the trademarks identified on Schedule I ("Marks") as used with the goods and services of Assignor, together with any

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applications and/or registrations thereof, and the goodwill of the business symbolized thereby, including all common law rights and all claims for damages by reason of past and future infringements of the trademarks, with the right to sue and collect therefore, and all rights corresponding to any of the above throughout the world. Assignee is to hold all right, title, and interest in and to the trademarks as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment, grant, conveyance, transfer, and delivery in this Assignment not been made;

- d. all rights of any kind whatsoever of Assignor, including trade secrets, and know-how, provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- f. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Signature Date of this Assignment, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes the United States Patent and Trademark Office, and the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the Signature Date, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.
- 3. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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4. Representations, Warrants, and Covenants. Assignor represents and warrants

to, and covenants with Assignee: (i) it has not granted and will not grant to others any rights

inconsistent with the rights granted in this Assignment; (i) nothing in this Agreement or in

the performance of this Agreement will place Assignor in breach of any other agreement or

obligation; (iii) Assignor has not sold, assigned, leased, licensed, or in any other way

disposed of or encumbered the rights granted to Assignee: (iv) there is no demand, claim,

suit, action, arbitration, controversy, litigation, or other proceeding pending or threatened

that questions or challenges the ability or right of Assignor to enter into this Agreement or

to perform any of its obligations hereunder; and (v) Assignor shall not at any time engage in

any act of omission or commission that would impair in any way Assignee's right, title, or

interest in any of the Assigned IP and shall not at any time induce, aid, or abet others to do

any of the foregoing. Assignor hereby acknowledges that Assignor retains no rights in or to

the Assigned IP, and agrees not to challenge the validity of Assignee's ownership of, or any

other aspect of the Assigned IP.

IN WITNESS WHEREOF, all parties have set theirs hands and seals on the dates

given.

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# ASSIGNOR

Date: 1/64. / 8, 2020	American National Manufacturing, Inc. (a California corporation)
	By
	By
	Title President
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STATE OF hansas	
COUNTY OF Johnson ) ss.	
Notary Public within and for the Cour	LY
In Witness Whereof, I have hereur County and State aforesaid on the day and y	nto attached my hand and notarial scal, at the rear last above written.
My Commission Expires:	Queia Knoga Notary Public
Alicia Kroeger  My Apol. Expires 10-12-2034	
**************************************	

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Date: 12/04/2020	ASSIGNEE  Number Bed Holdings, LLC (a Missouri limited liability company)  By  Print Name
Notary Public within and for the Country Rubley K. Frickly to me foregoing instrument, and acknowledged the	e, 2020, before me, the undersigned, a ty and State aforesaid, personally appeared thought to be the person who executed the at he executed the same as his free act and deed.
In Witness Whereof, I have hereur County and State aforesaid on the day and y  My Commission Expires: 9-5-24	nto attached my hand and notarial scal, at the car last above written.  Here: Fuettes  Notary Public
KERRI FUERTGES Notary Public, State of Kansas My Appointment Expires	•

# SCHEDULE I

# **PATENTS**

U.S. Patent	U.S. Application No.	Issue Date	Filing Date	Title
9,814,319	14/492,991	11/14/2017	09/22/2014	Configurable Seating Assembly
10,028,590	14/548,063	07/24/2018	11/19/2014	Couch Cot Cover
·	16/029,912		07/09/2018	Combination Bench and Furniture Storage Apparatus
9,913,547	14/571,834	03/13/2018	12/16/2014	Airbed Pump Calibration & Pressure Measurement
	15/877,018		01/22/2018	Airbed Pump Calibration & Pressure Measurement
	15/053,769		02/25/2016	Airbed Control System for Simultaneous Articulation & Pressure Adjustment
9,271,579	14/245,598	03/01/2016	04/04/2014	Adjustable Mattress with Foam Inserts & Air Chambers
9,295,336	13/426,359	03/29/2016	06/21/2012	Inflating an Air Mattress with a Boundary Layer Pump
9,211,019	13/490,205	12/15/2015	06/06/2012	Pump & Housing Configuration for Inflating and Deflating an Air Mattress
8,832,886	13/196,455	09/16/2014	08/02/2011	System & Method for Controlling Air Mattress Inflation and Deflation
7,886,387	11/869,334	02/15/2011	10/09/2007	Multiple Configuration Air Mattress Pump System
8,707,488	12/907,723	04/29/2014	10/19/2010	Multiple Configuration Air Mattress Pump System
	16/361,488		03/22/2019	Adjustable Mattress with Foam Inserts and Air Chambers
	PCT/US19/2 3674		03/22/2019	Adjustable Mattress with Foam Inserts and Air Chambers
	EPO 19771419.9		03/22/2019	Adjustable Mattress with Foam Inserts and Air Chambers
	Russia		03/22/2019	Adjustable Mattress with Foam Inserts and Air Chambers

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# TRADEMARKS

**RECORDED: 03/01/2021** 

U.S. Registration No.	U.S. Application No.	Registration Date	Filing Date	Mark
5,006,234	86/770,089	07/26/2016	09/28/2015	INSTANT COMFORT
4,976,944	86/767,260	06/14/2016	09/24/2015	FLEX-HEAD
5,006,243	86/773,285	07/26/2016	09/30/2015	INSTANT COMFORT & Design
5,868,642	86/767,255	09/24/2019	09/24/2015	FLEX HEAD (Stylized)
4,724,722	86/123,184	04/21/2015	11/19/2013	ENDLESS COMFORT
4,569,454	85/909.819	07/15/2014	04/19/2013	SIT, SLEEP & STORE
4,713,719	86/166,605	03/31/2015	01/15/2014	LUMBAIR
4,544,404	85/817,193	06/03/2014	01/07/2013	YOU DON'T FEEL THE SAME WAY EVERY DAY, SO WHY SHOULD YOUR BED?
***************************************	88/824,725		03/06/2020	CUDDLE ZONE

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