

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JOHN MERWIN		10/05/2021	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	BROOKLYN BEDDING LLC		
Street Address:	4455 W CAMELBACK ROAD		
City:	PHOENIX		
State/Country:	ARIZONA		
Postal Code:	85021		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5554587	IPEDIC	
Registration Number:	5555186	TITANFLEX	
Registration Number:	5550843	NUFORM	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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>			
Phone:	2124553544		
Email:	ksolomon@stblaw.com		
Correspondent Name:	RACHELLE BROIDA		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	003790/0005		
NAME OF SUBMITTER:	RACHELLE BROIDA		
SIGNATURE:	/RB/		
DATE SIGNED:	10/28/2021		
Total Attachments: 4			
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Exhibit 1

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment Agreement”), effective as of October 5, 2021 (the “Effective Date”), is entered into by and between Brooklyn Bedding LLC, an Arizona limited liability company (“Assignee”) and John Merwin (“Assignor”). Assignor and Assignee are each referred to individually as a “Party” and together as the “Parties.”

WHEREAS, pursuant to and in connection with (i) the Transaction Agreement and Plan of Merger, dated as of September 10, 2021 (the “Merger Agreement”), among Assignor, Cerberus Sleep Investor LLC (“Parent”) and certain other parties and (ii) the Trademark and Domain Name Assignment Agreement, dated as of October 5, 2021 (the “IP Assignment Agreement”), Assignor has agreed to assign to Assignee and Assignee has agreed to accept, all of Assignor’s right, title and interest in certain of Assignor’s Trademarks set forth in Schedule A (the “Assigned Marks”);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Certain Defined Terms. Capitalized terms that are used but not defined herein shall have the meanings ascribed thereto in the Merger Agreement or the IP Assignment Agreement, as applicable.

SECTION 2. Assignment. Assignor hereby assigns to Assignee, free and clear of all Liens, all of Assignor’s right, title and interest in, to and under the Assigned Marks, including all common law rights therein, together with any and all goodwill connected with the use of and symbolized by such Assigned Marks.

SECTION 3. Recordation. Assignor hereby authorizes Assignee to record this Trademark Assignment Agreement with any relevant governmental authority so as to perfect its ownership of the Assigned Marks. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant authority, to transfer all registrations and registration applications for the Assigned Marks to Assignee as assignee of Assignor’s right, title and interest therein, in accordance with this Trademark Assignment Agreement.

SECTION 4. Further Assurances. From and after the Effective Date, upon Assignee’s reasonable request and for no additional consideration, Assignor shall cooperate with Assignee to take all further actions and execute all further documents to effect and validate the assignment in Section 2.

SECTION 5. Subject to Merger Agreement and IP Assignment Agreement. This Trademark Assignment Agreement is being executed solely to give effect to the transactions contemplated by the Merger Agreement and the IP Assignment Agreement. Nothing in this Trademark Assignment Agreement, express or implied, is intended to, or will be construed to,

modify, expand or limit in any way the terms of the Merger Agreement or the IP Assignment Agreement. To the extent that any provision of this Trademark Assignment Agreement conflicts or is inconsistent with the terms of the Merger Agreement or the IP Assignment Agreement, the Merger Agreement or the IP Assignment Agreement will govern, as applicable.

SECTION 6. Governing Law. This Trademark Assignment Agreement and any disputes arising from or relating hereto shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

SECTION 7. Delivery by Facsimile, Email, Pdf or Electronic Signature. This Trademark Assignment Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine, via electronic mail, portable document format (pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (including DocuSign), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine, email, pdf or electronic signature to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine or email as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

SECTION 8. Counterparts. This Trademark Assignment Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one (1) Party, but all such counterparts taken together shall constitute one and the same instrument.

[Signature Page Follows]

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

AGREED AND ACCEPTED:

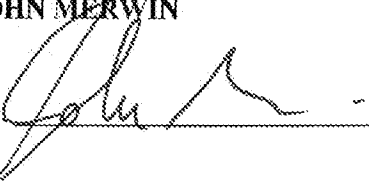
BROOKLYN BEDDING LLC

By:  _____

Name: [●]

Title: [●]

JOHN MERWIN

By:  _____

Signature Page to Trademark Assignment Agreement

**TRADEMARK
REEL: 007476 FRAME: 0005**

SCHEDULE A

TRADEMARKS

Mark	Serial No.	App. Date	Reg. No.	Reg. Date	Owner
Ipedic®	87765758	01/23/2018	5554587	09/04/2018	John Merwin
TitanFlex®	87777003	01/30/2018	5555186	09/04/2018	John Merwin
NuForm®	87777019	01/30/2018	5550843	08/28/2018	John Merwin