

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822069

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900774673		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Mattress, Inc.		10/22/2021	Corporation:
RECEIVING PARTY DATA			
Name:	AMI Finance & Investment Company LLC		
Street Address:	1301 Schiferl Road		
City:	Bartlett		
State/Country:	ILLINOIS		
Postal Code:	60103		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2710635	AMERICAN MATTRESS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	3126482300		
Email:	gerald.newman@sfbbg.com		
Correspondent Name:	Gerald M. Newman		
Address Line 1:	300 S. Wacker Drive		
Address Line 2:	Suite 1500		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Gerald M. Newman		
SIGNATURE:	/Gerald M. Newman/		
DATE SIGNED:	07/05/2023		
Total Attachments: 9			
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ASSIGNMENT AND TRANSFER OF INTEREST

This Assignment and Transfer of Interest is made and effective as of October 22, 2021, by AMERICAN MATTRESS, INC., an Illinois corporation, to and for the benefit of AMI Finance & Investment Company LLC, as follows:

1. Pursuant to certain notes, commercial security agreements, guaranties and other agreements and documents (collectively and as the same may have been amended and/or assigned, the "Loan Documents"), AMI Finance & Investment Company LLC, an Illinois limited liability company (the "AMI Secured Party"), and GSI Finance Company LLC, an Illinois limited liability company and an affiliate of the AMI Secured Party (the "GSI Secured Party" and together with the AMI Secured Party, collectively referred to as the "Secured Party") made certain loans (collectively, the "Loans") to American Mattress, Inc., an Illinois corporation, and its affiliates, American Mattress of Indiana, Inc. and American Mattress of Fort Wayne, LLC (collectively, "Debtors") for which American Mattress, Inc. agreed to pay certain indebtedness to the Secured Party.
2. As security for the indebtedness and other obligations under the Loans, Debtors pledged as security the property identified on Exhibit A attached hereto and made part hereof (collectively, the "Collateral"), all of which was described in a duly filed UCC-1 Financing Statement.
3. Debtors defaulted on the Loans and were provided with notice of the default and notice of the Secured Party's intent to dispose of the Collateral at public sale.
4. Secured Party exercised certain of its post-default remedies with respect to the Collateral, including without limitation its right to convey and sell at public sale the Collateral under the Illinois Uniform Commercial Code on October 2, 2018 (the "UCC Sale").
5. Secured Party was the successful bidder at the UCC Sale and thereby public sale acquired the Collateral.
6. American Mattress, Inc. hereby confirms the foregoing and, specifically, that Secured Party acquired all of the Collateral at a public UCC Sale held on October 2, 2018.
7. To avoid any doubt as to the efficacy and finality of the UCC Sale and to confirm the same, American Mattress, Inc. for itself and its affiliates hereby irrevocably assigns, grants, conveys, transfers and quit claims to Secured Creditor, its successor, to hold for their own use forever, any and all rights, title and interest that Debtors, and each of them, has or ever had in the Collateral "AS-IS, WHERE- IS" WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO THOSE EXPRESS, IMPLIED OR STATUTORY AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Furthermore, American Mattress, Inc. for itself and its affiliates hereby assigns to Secured Party any and all goodwill of the business that Debtors have or had in or through any use of any and all patents, trademarks and tradenames which are part of the Collateral.

Executed and effective as of the date stated above by:

AMERICAN MATTRESS, INC.

By: Michael Kenna
Michael Kenna, its President

EXHIBIT A. (SUBJECT COLLATERAL)

Collateral shall include all personal property of the Debtors, including the following, all whether now owned or hereafter acquired or arising and wherever located; All assets, furniture, fixtures, inventory, equipment, personal property, accounts including but not limited to all insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles, patents, trademarks and tradenames); all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property. The Collateral shall also include any and all other tangible or intangible property belonging to the Debtors that is described as being part of the Collateral pursuant to any of the document entered into in connection with the Loans or attachment thereof in a UCC-1 filed in connection therewith.



Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO. The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

Form containing submission details: SUBMISSION TYPE (NEW ASSIGNMENT), NATURE OF CONVEYANCE (ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL), CONVEYING PARTY DATA (AAMI Finance & Investment Co. LLC), RECEIVING PARTY DATA (AFM Mattress Company LLC), PROPERTY NUMBERS (1), CORRESPONDENCE DATA (Gerald M. Newman), NAME OF SUBMITTER (Gerald M. Newman), Signature, Date (05/09/2023), Total Attachments (4), and RECEIPT INFORMATION (ETAS ID: TM809069, Fee Amount: \$40).

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SECURED PARTY BILL OF SALE AND ASSIGNMENT

DATE: October 2, 2018

SECURED PARTY: AMI Finance & Investment Company LLC
1301 Schiferl Road
Bartlett, Illinois 60103

DEBTORS: See List of Debtors set forth on Exhibit A attached hereto

TRANSFeree: AFM Mattress Company LLC
1301 Schiferl Road
Bartlett, Illinois 60103

COLLATERAL: As described and listed on Exhibit B attached hereto

1. Pursuant to certain notes, commercial security agreements, guaranties and other agreements and documents (collectively and as the same may have been amended and/or assigned, the "Loan Documents"), AMI Finance & Investment Company LLC, an Illinois limited liability company (the "AMI Secured Party"), and GSI Finance Company LLC, an Illinois limited liability company and an affiliate of the AMI Secured Party (the "GSI Secured Party" and together with the AMI Secured Party, collectively referred to as the "Secured Party") and made certain loans (collectively, the "Loans") to American Mattress of Indiana, Inc., an Illinois corporation ("AM Indiana"), American Mattress, Inc., an Illinois corporation ("AM Illinois"), and American Mattress of Fort Wayne, LLC, an Illinois limited liability company ("AM Fort Wayne" and together with AM Illinois and AM Indiana, collectively the "Debtors" and singularly a "Debtor"), and Debtors agreed to pay certain indebtedness to the Secured Party and assumed other obligations to the Secured Party.

2. Debtors pledged the subject Collateral as security for the indebtedness and other obligations under the Loans.

3. Debtors defaulted on the Loans and were provided with notice of the default and notice of the Secured Party's intent to dispose of the Collateral at public sale.

4. Secured Party has exercised certain of its post-default remedies with respect to the Collateral, including without limitation its right to convey and sell at public sale the Collateral under the Illinois Uniform Commercial Code, and, by reason of that exercise, Secured Party (the successful bidder at the public sale of the Collateral) has acquired the Collateral.

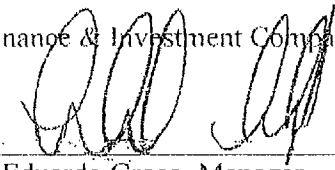
5. Secured Party and Transferee entered into that certain Agreement for the Purchase and Sale of Assets dated as of October 2, 2018 (the "PSA") for the purchase and sale of the Collateral.

6. For value received and in consideration of the mutual agreements set forth in the PSA, Secured Party hereby irrevocably sells, assigns, grants, conveys and transfers to Transferee, its successors and permitted assigns, to have and to hold for their own use forever, all of Secured

Party's rights, title and interest in and to the Collateral, wherever located, free and clear of all liens and security interests of Secured Party, any other subordinate liens, security interests and other interests, if any, in the Collateral, and any other liens, claims or security interest as provided in Article 9 of the Uniform Commercial Code of the State of Illinois, but otherwise "AS-IS, WHERE-IS" WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO THOSE EXPRESS, IMPLIED OR STATUTORY AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

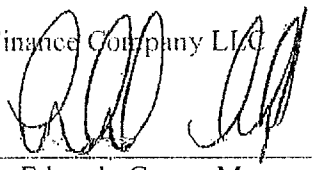
Furthermore, Secured Party hereby assigns to Transferee any and all goodwill of the business Secured Party may have accrued through any use it may have made of the patents, trademarks and tradenames which are part of the Collateral through the Effective Date, and agrees to and does hereby assign to Transferee any and all goodwill Secured Party may accrue through any use they may make or have made of the Collateral after the Effective Date.

AMI Finance & Investment Company LLC

By: 

Eduardo Greco, Manager

GSI Finance Company LLC

By: 

Eduardo Greco, Manager

Dated this 2nd day of October, 2018.

EXHIBIT A. (LIST OF DEBTORS)

American Mattress of Indiana, Inc., an Illinois corporation.

American Mattress, Inc., an Illinois corporation.

American Mattress of Fort Wayne, LLC, an Illinois limited liability company.

EXHIBIT B. (SUBJECT COLLATERAL)

Collateral shall include all personal property of the Debtors, including the following, all whether now owned or hereafter acquired or arising and wherever located: All assets, furniture, fixtures, inventory, equipment, personal property, accounts including but not limited to all insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles, patents, trademarks and tradenames); all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

The Collateral shall also include any and all other tangible or intangible property that is described as being part of the Collateral pursuant to any of the document entered into in connection with the Loans or attachment thereof or any UCC-1 filed in connection therewith.

September 30, 2018

NOTICE OF PUBLIC SALE OF COLLATERAL UNDER THE ILLINOIS UNIFORM COMMERCIAL CODE

DATE OF SALE: Tuesday, October 2, 2018
PLACE OF SALE: 200 South Wacker Drive, Suite 3800, Chicago, Illinois 60608
TIME OF SALE: 2:00 PM Central Time

NOTICE IS HEREBY GIVEN that pursuant to Article 9 of the Illinois Uniform Commercial Code and pursuant to certain notes, commercial security agreements, guaranties and other agreements and documents (collectively and as the same may have been amended and/or assigned, the "Loan Documents"), by and among AMI Finance & Investment Company LLC, an Illinois limited liability company (the "AMI Secured Party"), and GSI Finance Company LLC, an Illinois limited liability company and an affiliate of the AMI Secured Party (the "GSI Secured Party" and together with the AMI Secured Party, the "Secured Parties") and American Mattress of Indiana, Inc., an Illinois corporation ("AM Indiana"), American Mattress, Inc., an Illinois corporation ("AM Illinois"), and American Mattress of Fort Wayne, LLC, an Illinois limited liability company ("AM Fort Wayne" and together with AM Illinois and AM Indiana, collectively the "Debtors" and singularly a "Debtor"), the Collateral (defined below) will be sold at a PUBLIC SALE (the "Sale") on Tuesday, October 2, 2018 at 2:00 PM Central Time at 200 South Wacker Drive, Suite 3800, Chicago, Illinois 60608, at Hamilton Thies & Lorch LLP acting as legal counsel for Secured Parties. The Collateral secures the repayment of the indebtedness of Debtors to Secured Parties under the Loan Documents.

The Secured Parties reserve all rights accruing to them under the Loan Documents, including the right to seek a judgment for any deficiency remaining on account of the Debtors' indebtedness after the conclusion of the Sale and to cancel or reschedule the Sale.

COLLATERAL TO BE SOLD:

The property to be sold at the Sale includes the following assets ("Collateral") in which any Debtor owns or otherwise holds any interest: All assets, furniture, fixtures, inventory, equipment, personal property, accounts including but not limited to all insurance receivables, chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles, patents, trademarks and tradenames); all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

The Collateral shall also include any and all other tangible or intangible property that is described as being part of the Collateral pursuant to any of the Loan Documents or attachment thereof or any UCC-1 filed in connection therewith.

NO REPRESENTATIONS/NO WARRANTIES:

THE COLLATERAL IS BEING SOLD AS-IS, WHERE-IS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, THOSE EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SECURED PARTIES DO NOT REPRESENT OR WARRANT THAT THE DEBTORS HAVE TITLE TO ALL THE COLLATERAL. THE SECURED PARTIES DO NOT REPRESENT THAT ITS SECURITY INTEREST IS FIRST PRIORITY. THE HIGHEST BIDDER SHALL RECEIVE A BILL OF SALE FOR THE COLLATERAL THAT CONTAINS THE ABOVE DISCLAIMERS.

SALE PROCESS:

As a condition to attending and bidding at the Sale, all bidders must provide, no later than one (1) business day prior to the scheduled Sale, their name and phone number via email directed to Marcia Owens (owens@hti-law.com) or by sending a facsimile notification to the attention of Marcia Owens at 312-650-8651, along with a \$500,000 bid deposit (the "Initial Deposit") in cash, by cashier's check, or in other immediately available funds, each delivered and/or payable to AMI Finance & Investment Company LLC.

Any party who may be the successful bidder, other than a Secured Party, will be required to pay the balance of the purchase price of the Collateral (i) within one (1) business day following the conclusion of the Sale, and (ii) in cash, by cashier's check, or in other immediately available funds. The Secured Parties and their assignees have the right to credit bid their debt and reserve the right to bid in excess of their credit bid.

The Secured Parties reserve the right to announce procedures governing the process of the Sale at the commencement of the Sale and further reserve the right to add or delete any of the Collateral from the Sale at the time of the Sale. The Secured Parties further reserves the right, before or during the Sale, to determine the qualifications of any bidder, including the ability to make timely payment of the full purchase price for the assets purchased. Permitting a bidder to bid shall not be deemed a conclusive determination that a bidder is qualified to bid, or capable of funding its bid. If the highest cash bidder fails to tender payment within one (1) business day after the conclusion of the Sale (which the Secured Parties may extend at their sole and absolute discretion), the Secured Parties reserve the right to declare the next highest bidder the successful bidder of the Collateral. If the successful bidder fails to pay the balance of its bid within such time, the bidder shall forfeit the Initial Deposit to the Secured Parties as liquidated damages and the Secured Parties may (but shall not be obligated to) offer the Collateral to the next highest bidder.

The Sale may be adjourned from time to time, and notice of any adjourned sale date will be given only at the time of the scheduled sale and to those who attend the Sale.

The Collateral will not be available for inspection. Neither the Debtors nor Secured Parties may have physical possession of all the Collateral. Any prospective bidder is responsible for investigating the Collateral, and making its own determination as to the appropriateness of bidding at the Sale, and assumes all risks associated with the accuracies or completeness of the Collateral, including any books and records pertaining thereto.

Debtors may request, at their expense, an accounting from Secured Parties of the unpaid indebtedness secured by the Collateral.

FURTHER INFORMATION:

For further information regarding the Sale please contact Marcia Owens of Hamilton Thies & Lorch LLP at 200 South Wacker Drive, Suite 3800, Chicago, Illinois 60608 (owens@hti-law.com).