

10-27-2005

**RECORD
TRA**

103108288

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): LZB Properties, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Michigan</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached?</p> <p>Name: <u>Englander Sleep Products, L.L.C.</u> Internal Address: <u>c/o Kean Miller</u> Street Address: <u>301 Main Street, 22nd Floor</u> City: <u>Baton Rouge</u> State: <u>Louisiana</u> Country: <u>USA</u> Zip: <u>70801</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>LLC</u> Citizenship <u>USA - Delaware</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>October 20, 2005</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>See attached statement explaining</u></p>	

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Exhibit A for assigned applications incorporated therein

B. Trademark Registration No.(s)
See Exhibit A for listing of assigned registrations

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See Exhibit A for listing of assigned trademarks

<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>William L. Caughman, Kean Miller Law Firm</u> Internal Address: _____ Street Address: <u>P. O. Box 3513</u> City: <u>Baton Rouge</u> State: <u>Louisiana</u> Zip: <u>70821-3513</u> Phone Number: <u>(225) 387-0999</u> Fax Number: <u>(225) 388-9133</u> Email Address: <u>bill.caughman@keanmiller.com</u></p>	<p>6. Total number of applications and registrations involved: 83</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 3,320.00</p> <p><input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed</p>
<p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>	

9. Signature: William L. Caughman 21 October 2005
Signature Date

William L. Caughman III
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 25

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

10/25/2005 ECOMPER 00000152 1136407

01 FC:8521 40.00 OP
02 FC:8522 2050.00 OP

Refund Ref: 10/25/2005 ECOMPER 000014509

CHECK Refund Total: \$1230.00

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: Englander Sleep Products, L.L.C.

Registration Numbers: 1,156,407 et al.

Attorney Docket No.: 18264-0

Marks: ALTERNATIVA VIP et al.

MAIL STOP ASSIGNMENT RECORDATION SERVICES

Director of the U.S. Patent Trademark Office

P. O. Box 1450

Alexandria, VA 22313-1450

**STATEMENT (ADDITIONAL PAGES) EXPLAINING ASSIGNMENT
DESCRIBED ON RECORDATION FORM COVER SHEET**

REGISTRANT'S NAME: ENGLANDER SLEEP PRODUCTS, L.L.C.

STATE OF INCORPORATION: DELAWARE

REGISTRANT'S CURRENT MAILING ADDRESS:

301 Main Street, 22nd Floor
One American Place
Baton Rouge, Louisiana 70801

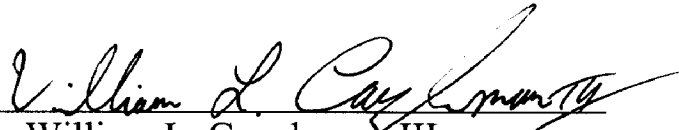
The above identified mark and all additional marks attached hereto as Exhibit A, and the accompanying goodwill, were acquired by ENGLANDER SLEEP PRODUCTS, L.L.C. pursuant to an Asset Purchase Agreement by and between England, Inc., LZB Properties, Inc. and Englander Sleep Products, L.L.C. (the "Agreement") on October 20, 2005. A copy of the relevant portions of the Asset Purchase Agreement is attached as Exhibit B. A table of the registered

trademarks and applications assigned to Englander Sleep Products, L.L.C. is listed on Schedule A of the Agreement, which includes the above identified mark.

DECLARATION

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of this document, declares that he is properly authorized to execute this document on behalf of the registrant; he believes the registrant to be the owner of the above identified registrations; the marks are in use in commerce; and all statements made of his own knowledge are true and all statements made on information and belief are believed to be true.

21 October 2005
Date



William L. Caughman, III
Louisiana State Bar Roll No. 22,298
KEAN, MILLER, HAWTHORNE,
D'ARMOND, McCOWAN &
JARMAN, L.L.P.
22nd Floor, One American Place
Baton Rouge, Louisiana 70825
Telephone: (225) 387-0999
Facsimile: (225) 388-9133

*Attorneys for Englander Sleep Products,
L.L.C.*

Exhibit A
Trademark Assignment of U.S. Trademarks and Applications
by and between
LZB Properties, Inc. (Sellers)
and Englander Sleep Products, L.I.C. (Purchaser)

MARK	COUNTRY	REGISTRATION NO./SERIAL NO.	REGISTRATION DATE	NEXT ACTION	RENEWAL DATE
Alternativa VIP	United States	1,156,407	6/2/81	Renewal	June 2, 2011
Apollo	United States	911,651	5/11/71	Renewal	May 11, 2011
Aristo-Foam	United States	0568,338	12/23/52	Renewal	December 23, 2012
The Aristocrat	United States	584,267	1/5/54	Renewal	January 5, 2014
Back Magic	United States	0645,110	5/7/57	Renewal	May 7, 2007
Bed n' Sofa by Englander	United States	0624,049	3/27/56	Renewal	March 27, 2006
Bodi-Gard	United States	0804,263	2/22/66	Renewal	February 22, 2006
Bodyform	United States	0512,537	7/19/49	Renewal	July 19, 2009
Body-Guard	United States	0385,684	3/11/41	Renewal	March 11, 2011
Chantilly	United States	0949,805	1/2/73	Renewal	January 2, 2013
Comfo-Foam	United States	0803,880	2/15/66	Renewal	February 15, 2006
Comfort Seal	United States	0794,051	8/10/65	Renewal	August 10, 2005 (Just filed-not accepted yet)
Country Belle	United States	1,743,186	12/29/92	Renewal	December 29, 2012
Country Comfort	United States	1,743,184	12/29/92	Renewal	December 29, 2012
Country Dreamer	United States	1,743,185	12/29/92	Renewal	December 29, 2012
Country Fair	United States	1,743,187	12/29/92	Renewal	December 29, 2012
Country Sleepmate	United States	1,715,811	9/15/92	Renewal	September 15, 2012
Country Tradition	United States	1,706,817	8/11/92	Renewal	August 11, 2012
Dreamcushion	United States	0542,769	5/22/51	Renewal	May 22, 2011
Dreamer	United States	0893,719	6/30/70	Renewal	June 30, 2010

MARK	COUNTRY	REGISTRATION NO/SERIAL NO.	REGISTRATION DATE	NEXT ACTION	RENEWAL DATE
Dream King	United States	0374,725	1/23/40	Renewal	January 23, 2010
Duo-Divan	United States	330,253	11/26/35	Renewal	November 26, 2005
Duo-Flex	United States	245,632	8/21/28	Renewal	August 21, 2008
The Durobilt	United States	0581,159	10/20/53	Renewal	October 20, 2013
E=MC2 PENDING APPLICATION	United States	78/321652	None of record	Pending response to office action	Pending
E-Sleep Synergy PENDING APPLICATION	United States	78/547053	None of record	Pending SOU	Pending
Englander	United States	0519,220	12/27/49	Renewal	December 27, 2009
Englander Fitness	United States	2,085,614	8/5/97	Renewal	August 5, 2007
Englander...The Official Mattress for the New Millennium	United States	2,653,066	11/26/02	Section 8&15 11/26/2007- 11/26/2008	November 26, 2012
Englander T.L.C.	United States	1,137,909	7/15/80	Renewal	July 15, 2010
Englander Trundlbunk	United States	0622,270	2/28/56	Renewal	February 28, 2006
Essex	United States	1,559,030	10/3/89	Renewal	October 3, 2009
Everest	United States	1,160,035	7/7/81	Renewal	July 7, 2011
Featherest	United States	257,599	6/11/29	Renewal	June 11, 2009
Flair (Design)	United States	0565,117	10/7/52	Renewal	October 7, 2012
Imperial Supreme	United States	1,816,415	1/11/94	Renewal	January 11, 2014
The Kings' Rest	United States	0546,658	8/14/51	Renewal	August 14, 2011
Just for the Health of It	United States	1,605,595	7/10/90	Renewal	July 10, 2010
Lady Englander Princess	United States	1,575,028	1/2/90	Renewal	January 2, 2010
Lady Englander	United States	0962,755	7/3/73	Renewal	July 3, 2013
Laytex	United States	2,246,745	5/18/99	Renewal	May 18, 2009
Laytex - PENDING APPLICATION	United States	78/587505 (filed 3/15/05)		Awaiting Office Action	Pending
Life Style	United States	947,911	11/28/72	Renewal	November 28, 2012

MARK	COUNTRY	REGISTRATION NO/SERIAL NO.	REGISTRATION DATE	NEXT ACTION	RENEWAL DATE
The Mattress of Choice Since 1984	United States	1,827,498	3/22/94	Renewal	March 22, 2014
Mayfair	United States	261,690	9/24/29	Renewal	September 24, 2009
Naturally by Englander	United States	2,070,316	6/10/97	Renewal	June 10, 2007
Nature's Finest	United States	2,114,005	11/18/97	Renewal	November 18, 2007
Never-Flip	United States	1,824,437	3/1/94	Renewal	March 1, 2014
Night Watch	United States	849,812	5/28/68	Renewal	May 28, 2008
Posture Aid	United States	2,357,282	6/13/00	Section 8&15 6/13/2005 -6/13/2006	June 13, 2010
Posture Builder	United States	2,346,912	5/2/00	Section 8&15 5/2/2005 - 5/2/2006	May 2, 2010
Posture Support	United States	1,082,557	1/17/78	Renewal	January 17, 2008
Posture Supreme	United States	1,040,940	6/8/76	Renewal	June 8, 2006
Properest	United States	0517,227	11/1/49	Renewal	November 1, 2009
Proper-Poise	United States	0559,803	6/10/52	Renewal	June 10, 2012
Red Cross	United States	0088,345	9/10/12	Renewal	September 10, 2012
Red-Line	United States	0512,539	7/19/49	Renewal	July 19, 2009
Red-Line (Design)	United States	512,538	7/19/49	Renewal	July 19, 2009
Regal Bodyguard	United States	1,567,172	11/21/89	Renewal	November 21, 2009
Royal Belle	United States	0944,681	10/10/72	Renewal	October 10, 2012
Sanctuary 1	United States	1,171,301	9/29/81	Renewal	September 29, 2011
Senior Sleep	United States	1,938,483	11/28/95	Renewal	November 28, 2005
SleepLine -Design	United States	330,254	11/26/35	Renewal	November 26, 2005
Sleep Mate	United States	0834,332	8/29/67	Renewal	August 29, 2007
Sleepstakes	United States	0626,957	5/15/56	Renewal	May 15, 2006
Southern Cross	United States	0885,465	2/3/70	Renewal	February 3, 2010
Spacemaker	United States	0869,395	5/13/69	Renewal	May 13, 2009
Sports Mattress	United States	1,630,881	1/8/91	Renewal	January 8, 2011

MARK	COUNTRY	REGISTRATION NO./SERIAL NO.	REGISTRATION DATE	NEXT ACTION	RENEWAL DATE
Supreme	United States	1,613,873	9/18/90	Renewal	September 18, 2010
21 st Century Sleep Systems	United States	1,826,383	3/15/94	Renewal	March 15, 2014
Tara Hall	United States	2,429,807	2/20/01	Section 8&15 2/20/2006-2/20/2007	February 10, 2011
Tension Ease	United States	0663,808	7/1/58	Renewal	July 1, 2008
Tension Flex	United States	1,808,490	11/30/93	Renewal	November 30, 2013
Tension Grid	United States	2,380,107	8/22/00	Section 8&15 8/22/05-8/22/06 Supplemental Register	August 22, 2010
Torsion Grid	United States	2,175,987	7/28/98	Renewal	July 28, 2008
Town-House	United States	0892,023	6/2/70	Renewal	June 2, 2010
Ultra Comfort	United States	0830,403	6/13/67	Renewal - Supplemental	June 13, 2007
Ultra Comfort	United States	1,551,961	8/15/89	Renewal - Principal	August 15, 2009
Velvet Touch	United States	0821,614	1/3/67	Renewal	January 3, 2007
Versailles	United States	1,536,399	4/25/89	Renewal	April 25, 2009
The Victorian Collection	United States	1,925,493	10/10/95	Renewal	October 10, 2005 (Per USPTO 8&9 filed 9/6/2005)
V.I.P.	United States	0918,916	8/24/71	Renewal	August 24, 2011
Zero Motion	United States	1,922,056	9/26/95	Renewal	September 26, 2005 (Per USPTO 8&9 filed 9/6/2005)

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of October 20, 2005 (this "Agreement"), is by and among England, Inc., a Michigan corporation ("England"), LZB Properties, Inc., a Michigan corporation ("LZB" and, along with England, "Seller") and Englander Sleep Products, L.L.C., a Delaware limited liability company (the "Purchaser").

WITNESSETH:

A. WHEREAS, Seller is the owner of the trademarks, trade names, service marks, domain names, registrations and pending applications as listed on the attached **Schedule A**, together with related logos, and the goodwill of the business symbolized thereby (collectively, the "Marks");

B. WHEREAS, the licensees of England with respect to the Marks, which licensees are listed on the attached **Schedule B** (each a "Licensee" and collectively the "Licensees"), under those certain license agreements between each Licensee and England or England's predecessors-in-interest, (each, individually, a "License Agreement" and, collectively, the "License Agreements"), have formed Purchaser for the purpose in part of purchasing certain intellectual property from Seller, including the Marks; and

C. WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, Seller's rights to certain intellectual property, including the Marks, all on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises made herein and of the mutual benefits to be derived herefrom, the parties hereto agree as follows:

ARTICLE 1 SALE AND PURCHASE OF ASSETS

1.1 Sale and Purchase of Assets. Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Seller shall sell, transfer, assign, convey and deliver to Purchaser, and Purchaser shall purchase from Seller, free and clear of all liens, charges, security interest, easements, reservations, restrictions or encumbrances, (collectively "Encumbrances"), all of Seller's rights in and to the following as the same shall exist on the Closing Date (collectively, the "Assets"):

(a) All of Seller's rights in and to the Intellectual Property and all goodwill associated therewith. "Intellectual Property" shall mean the following: (i) all trademarks, service marks, trade dress, logos, trade names and corporate names, whether or not registered, including but not limited to all the marks, logos, registrations, registration applications and internet domains listed on **Schedule A**, (ii) copyrights, whether or not registered, and all patents, patent applications and inventions and discoveries insofar as they relate to the business of manufacture and sale of bedding mattresses (the "Business," which shall not include Seller's sleeper sofa business or any business other than mattress bedding), (iii) registrations of and applications for registration of any of the foregoing insofar as it relates to the business operated under or in

association with the Marks including the Business, (iv) Information and Records as defined below, (v) trade secrets and confidential, technical and business information insofar as it relates to the Marks or the Business, (vi) whether or not confidential, technology (including, without limitation, know-how and show-how), research and development information, drawings, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing information, business and marketing plans and customer and supplier lists and information insofar as it relates to the Marks or the Business, and (vii) licensing agreements related to any of the above including but not limited to all License Agreements; provided, however, that Seller will not transfer any rights relating to the ENGLAND mark and may use the ENGLAND mark for any purpose whatsoever, except that this mark shall not be used (for so long as Purchaser or its assigns shall use any of the Marks) by Seller, or any of its affiliates, in the bedding or sleep product industry (but may be used with sleeper sofas and sleeper sofa mattresses).

(b) All prepaid expenses related to the Business and all credits due to Seller;

(c) All rights in and to any Permits, to the extent assignable, used in connection with or relating to the Business. "Permit" shall mean any federal, state, local, and foreign governmental approval, authorization, certificate, easement, filing, franchise, license, notice, permit, registration, or right to which any Person is a party or that is or may be binding upon or inure to the benefit of any Person or its securities, assets, or business. "Person" shall mean a natural person or any legal or commercial entity, or governmental entity, such as, but not limited to, a corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business association, bank, group acting in concert, or any Person acting in a representative capacity;

(d) All rights in and to the 1-800-83-SLEEP phone number (to the extent assignable), and any and all internet domain names and websites used in the Business;

(e) With respect to the Business, Intellectual Property and Permits, all books, records, files, plans, specifications, technical information, confidential information, trade secrets, price lists, promotional materials, advertising copy and data, marketing research and information, competitive analysis, sales records, service records, customer dealer and distributor lists and files, other customer dealer and distributor information, and all other proprietary information (collectively, the "Information and Records"), provided that Purchaser shall afford to Seller and its representatives full access, at such times as may be reasonably requested by Seller, to any and all of the Information and Records for tax and litigation purposes; and

(f) All litigious rights related to or arising out of the Intellectual Property, 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 Closing Date.

Notwithstanding the foregoing, the transfer of the Assets pursuant to this Agreement shall not include the assumption of any liability including without limitation those related to the Assets unless Purchaser expressly assumes that Liability pursuant to Section 1.4.

given, made or served, if in writing and delivered personally or sent by registered or certified mail, postage prepaid, or by commercial overnight courier or by telecopy (promptly confirmed in writing) to the following addresses (or at such other addresses for such party as shall be specified by like notice):

To Seller:

England, Inc.
c/o La-Z-Boy Incorporated
Attention: Treasurer
1284 Telegraph Road
Monroe, Michigan 48162-3390
Telecopy: (734) 457-2005

To Purchaser:

Englander Sleep Products, L.L.C.
c/o Spears Mattress Co., Inc.
Attention: Terry L. Spears
P.O. Box 5504 (30161)
195 Chatillon Road
Rome, Georgia 30161
Phone: (706) 234-5346
Fax: (706) 234-8628

With a copy to:

Kean, Miller, Hawthorne, D'Armond, McCowan & Jarman, L.L.P.
Attention: G. Blane Clark, Jr.
Post Office Box 3513 (70821)
Suite 2200, One American Place
Baton Rouge, Louisiana 70802
Telephone: (225) 382-3414
Telecopy: (225) 388-9133

7.6 Access After Closing. After the Closing, each of Seller and Purchaser shall cooperate (and shall cause their respective affiliates to cooperate) with each other and with each other's respective agents, including accounting firms and legal counsel, in connection with the preparation or audit of any tax return, amended return or report, claim for refund and any tax claim or litigation in respect of the Assets, which cooperation shall include, but not be limited to, making available to the other all information, records and documents in their possession relating to the liabilities for taxes associated with the Assets. Seller and Purchaser shall also make available to the other, as reasonably requested and available, personnel responsible for preparing, maintaining and interpreting information, records and documents in connection with taxes as well as related litigation. Any information provided or obtained under this Section 7.5 shall be kept confidential, except as may be otherwise necessary in connection with the filing of returns or reports, refund claims, audits, tax claims and litigation.

7.7 Sales, Transfer and Ad Valorem Taxes; Other Expenses. Any sales and transfer taxes or other fees payable by reason of the transfer and conveyance of the Assets hereunder shall be paid by the Purchaser. All ad valorem taxes on the Assets will be prorated as of Closing. All other expenses incurred by Seller or Purchaser in connection with the transaction contemplated hereby, including, without limitation, attorneys' fees, shall be borne by the party incurring the expense.

7.8 Severability. If any term or provision of this Agreement is held by a court or other authority of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

7.9 Captions. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.10 Entire Agreement. This Agreement (including the Schedules and Exhibits) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

7.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument.

7.12 Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

7.13 Publicity. This Agreement is confidential and may not be disclosed by any party other than to authorized representatives of Seller or Purchaser unless and until Seller, Purchaser, or any affiliate of Seller or Purchaser is required (in its reasonable judgment) by law to issue a press release announcing the transaction; provided, however, that if either party believes it is obligated to make an announcement, it shall give the other parties reasonable advance notice and opportunity to review and comment. Following the Closing, Purchaser rather than Seller shall prepare a written announcement for publication provided that the content of any public announcement by Purchaser will be subject to the review and approval of Seller's representative Mark A. Stegeman, such review to be timely and approval not to be unreasonably withheld. Seller may issue an announcement to be approved by Purchaser's representative, such review to be timely and approval not to be unreasonably withheld.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

ENGLAND, INC.

By: David M. Ristey
Name: David M. Ristey
Title: Senior VP & CFO

LZB PROPERTIES, INC.

By: Mark A. Stegman
Name: Mark A. Stegman
Title: VP, Treasurer

ENGLANDER SLEEP PRODUCTS, L.L.C.

By: _____
Name: Terry L. Spears
Title: Chairman of the Executive Committee

Exhibits:

- 1.4(a) Bill of Sale
- 3.4 Non-competition Agreement
- 4.1.4(d) Consent to Assignment of License Agreements and Mutual Release

Schedules:

- A Description of Marks
- B Description of License Agreements
- 1.4(a)(i) Description of Certain Assumed Contracts
- 1.4(a)(iv) Description of Other Assumed Liabilities
- 2.1.7 Intellectual Property
- 6.1.3 Marks for Which Seller Is Liable for Infringement Damages

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.


ENGLAND, INC.

By: _____
Name:
Title:

LZB PROPERTIES, INC.

By: _____
Name:
Title:

ENGLANDER SLEEP PRODUCTS, L.L.C.

By:  _____
Name: Terry L. Spears
Title: Chairman of the Executive Committee

Exhibits:

- 1.4(a) Bill of Sale
- 3.4 Non-competition Agreement
- 4.1.4(d) Consent to Assignment of License Agreements and Mutual Release

Schedules:

- A Description of Marks
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- 1.4(a)(i) Description of Certain Assumed Contracts
- 1.4(a)(iv) Description of Other Assumed Liabilities
- 2.1.7 Intellectual Property
- 6.1.3 Marks for Which Seller Is Liable for Infringement Damages

**SCHEDULE A
TO ASSET PURCHASE AGREEMENT**

DESCRIPTION OF MARKS AND INTERNET DOMAINS

Internet Domains: Englander.com, Englandersleep.com

England, Inc.
Trademark Portfolio Summary by Family
U.S. and Foreign -- Active Cases
Sorted by Family

HDP Case ID	Mark	Country	Appn. No.	Filing Date	Reg No.	Reg Date	Renewal	Status
3178-200038/US	E-MC2	United States	78321652	10/31/2002				Paid-Pending
3178-200040/US	RED CROSS and Design	United States	71043845	07/28/1989	0088345	09/10/1912	09/10/2012	Registered
3178-200041/US	DUO-FLEX	United States	71258961	12/15/1927	0245632	08/21/1928	08/21/2008	Registered
3178-300041/CA	DUO-FLEX	Canada	633291	06/01/1989	371863	08/16/1990	08/16/2005	Registered
3178-300041/MX	DUO-FLEX	Mexico	446866	05/11/2000	767132	07/26/2001	08/11/2010	Registered
3178-200042/US	FEATHEREST	United States	71278832	02/04/1929	0257599	06/11/1929	06/11/2009	Registered
3178-200043/US	MAYFAIR	United States	71285047	06/04/1929	0261690	08/24/1929	08/24/2009	Registered
3178-200046/US	DUO-DIVAN	United States	71367064	07/05/1935	0330253	11/26/1935	11/26/2005	Registered
3178-200047/US	SLEEPLINE and Design	United States	71367065	07/05/1935	0330254	11/26/1935	11/26/2005	Registered
3178-200048/US	DREAM KING	United States	71422367	08/05/1959	0347725	01/23/1940	01/23/2010	Registered
3178-200049/US	BODY-GUARD	United States	71437437	10/31/1940	0385684	03/11/1941	03/11/2011	Registered
3178-200050/US	ENGLANDER (Stylized)	United States	71549529	02/12/1948	0519220	12/27/1948	12/27/2009	Registered
3178-300050/CA	ENGLANDER(Stylized)	Canada	630457	04/25/1989	384152	05/10/1991	05/10/2005	Registered
3178-300050/IL	ENGLANDER(Stylized)	Israel	116745	12/25/1997	116745	05/06/1998	12/25/2018	Registered
3178-300050/KW	ENGLANDER(Stylized)	Kuwait	55410	06/22/2002	46690	04/04/2004	06/22/2012	Registered
3178-200051/US	BODYFORM	United States	71549530	02/12/1948	0512537	07/19/1948	07/19/2009	Registered
3178-200052/US	RED LINE Design only	United States	71549533	02/12/1948	0512538	07/19/1948	07/19/2009	Registered
3178-200053/US	RED-LINE and Design	United States	71549534	02/12/1948	0512539	07/19/1948	07/19/2009	Registered
3178-200054/US	PROPEREST	United States	71556877	05/12/1948	0517227	11/01/1948	11/01/2009	Registered
3178-200055/US	DREAMCUSHION	United States	71556881	04/18/1950	0542769	05/22/1951	05/22/2011	Registered
3178-200056/US	THE DUROBILT	United States	71595882	04/18/1950	0581159	10/20/1953	10/20/2013	Registered
3178-200057/US	THE KING'S REST	United States	71595884	04/18/1950	0548656	08/14/1951	08/14/2011	Registered
3178-200058/US	PROPER-POISE	United States	71595886	04/18/1950	0559603	06/10/1952	06/10/2012	Registered
3178-200059/US	THE ARISTOCRAT	United States	71520896	11/05/1951	0584287	01/05/1954	01/05/2014	Registered

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3178-200060/US	FLAIR	United States	71/623878	01/22/1952	0565117	10/07/1952	10/07/2012	Registered
3178-200061/US	ARISTO-FOAM	United States	71/625413	02/23/1952	0568336	12/23/1952	12/23/2012	Registered
3178-200062/US	BODY BEAUTIFUL	United States	71/638900	12/03/1952	0578073	07/28/1953	07/28/2003	Registered
3178-200063/US	SEED 'N SOFA BY ENGLANDER and Design	United States	71/676466	11/12/1954	0624048	03/27/1956	03/27/2006	Registered
3178-200064/US	ENGLANDER TRUNDLBUNK	United States	71/676486	11/12/1954	0622270	07/20/1956	02/26/2006	Registered
3178-200065/US	SLEEPSTAKES	United States	71/693960	08/31/1955	0626907	05/15/1956	05/15/2006	Registered
3178-200066/US	BACK MAGIC	United States	72/017999	10/23/1956	0645110	05/07/1957	05/07/2007	Registered
3178-200067/US	TENSION EASE	United States	72/042276	12/12/1957	0633008	07/01/1958	07/01/2005	Registered
3178-200068/US	COMFORT SEAL	United States	72/206536	11/19/1964	0794051	08/10/1965	08/10/2005	Registered
3178-200069/US	COMFO-FOAM	United States	72/217533	04/29/1965	0803880	02/15/1996	03/15/2005	Registered
3178-300069/CA	COMFO-FOAM	Canada	290278	05/23/1965	145981	06/30/1966	06/30/2011	Registered
3178-200070/US	BODI-GARD	United States	72/220043	06/10/1965	0804263	02/22/1966	02/22/2005	Registered
3178-200071/US	VELVET TOUCH	United States	72/239030	02/17/1966	0821614	01/03/1967	01/03/2007	Registered
3178-200072/US	ULTRA COMFORT	United States	72/241652	03/23/1966	0830403	06/13/1967	06/13/2007	Registered
3178-200073/US	SLEEP MATE	United States	72/253884	09/06/1966	0834332	08/28/1967	08/29/2007	Registered
3178-200074/US	NIGHT WATCH	United States	72/277307	08/01/1967	0849812	05/28/1968	05/28/2005	Registered
3178-200075/US	SPACEMAKER	United States	72/285126	11/17/1967	0859395	05/13/1969	05/13/2009	Registered
3178-200076/US	SOUTHERN CROSS and Design	United States	72/320191	02/26/1969	0885465	02/03/1970	02/03/2010	Registered
3178-200077/US	TOWN-HOUSE	United States	72/332611	07/15/1969	0892023	06/02/1970	06/02/2010	Registered
3178-200078/US	DREAMER	United States	72/333258	07/23/1969	0893718	06/30/1970	06/30/2010	Registered
3178-200079/US	APOLLO	United States	72/334627	08/06/1969	0911651	05/11/1971	05/11/2011	Registered
3178-200080/US	V.I.P. AND DESIGN	United States	72/354674	03/19/1970	0919916	09/24/1971	08/24/2011	Registered

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3178-200081/US	ROYAL BELLE	United States	72/455045	10/26/1971	0944661	10/10/1972	10/10/2012	Registered
3178-200082/US	LADY ENGLANDER (Stylized)	United States	72/407184	11/08/1971	0962755	07/03/1973	07/03/2013	Registered
3178-300082/CA	LADY ENGLANDER(Stylized)	Canada	630456	04/25/1989	364153	05/10/1991	05/10/2006	Registered
3178-200083/US	CHANTILLY	United States	72/407571	11/12/1971	0949805	01/02/1973	01/02/2013	Registered
3178-200084/US	LIFE STYLE	United States	72/410753	12/20/1971	0947911	11/28/1972	11/28/2012	Registered
3178-300084/CA	LIFE STYLE	Canada	633302	05/01/1989	371870	08/10/1990	08/10/2005	Registered
3178-200088/US	POSTURE SUPREME	United States	73/059319	07/31/1975	1040940	06/08/1976	06/08/2006	Registered
3178-200089/US	POSTURE SUPPORT	United States	73/069000	11/13/1975	1082597	01/17/1978	01/17/2008	Registered
3178-300089/MX	POSTURE SUPPORT	Mexico	446865	09/11/2000	707131	07/26/2001	09/11/2010	Registered
3178-200090/US	ENGLANDER T.L.C.	United States	73/190078	10/20/1978	1137909	07/15/1980	07/15/2010	Registered
3178-200091/US	ALTERNATIVA VIP	United States	73/216434	05/21/1979	1156407	06/02/1981	06/02/2011	Registered
3178-200092/US	EVEREST	United States	73/218037	06/01/1979	1160035	07/07/1981	07/07/2011	Registered
3178-200093/US	SANCTUARY I	United States	73/277012	09/08/1980	1171301	09/29/1981	09/29/2011	Registered
3178-200094/US	SUPREME	United States	73/708565	02/01/1988	1613873	09/18/1990	09/18/2010	Registered
3178-200095/US	REGAL BODYGUARD	United States	73/708568	02/01/1988	1567172	11/21/1989	11/21/2009	Registered
3178-200096/US	ESSEX	United States	73/708684	02/01/1988	1559030	10/03/1989	10/03/2009	Registered
3178-200097/US	VERSAILLES	United States	73/714065	02/29/1988	1536399	04/25/1989	04/25/2009	Registered
3178-200098/US	ULTRA COMFORT	United States	73/756107	10/05/1988	1551961	08/15/1989	08/15/2009	Registered
3178-200099/US	LADY ENGLANDER PRINCESS	United States	73/795949	04/26/1989	1575028	01/02/1990	01/02/2010	Registered
3178-200100/US	JUST FOR THE HEALTH OF IT!	United States	73/828728	10/02/1989	1605595	07/10/1990	07/10/2010	Registered
3178-200101/US	SPORTS MATTRESS	United States	73/829869	10/02/1989	1636891	01/09/1991	01/09/2011	Registered
3178-200103/US	COUNTRY COMFORT	United States	74/216637	10/28/1991	1743184	12/29/1992	12/29/2012	Registered
3178-200104/US	COUNTRY DREAMER	United States	74/216636	10/28/1991	1743185	12/29/1992	12/29/2012	Registered

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3178-200105/US	COUNTRY TRADITION	United States	74/216639	10/28/1991	1706817	08/11/1992	08/11/2012	Registered
3178-200106/US	COUNTRY BELLE	United States	74/216640	10/28/1991	1743186	12/29/1992	12/29/2012	Registered
3178-200107/US	COUNTRY SLEEPMATE	United States	74/216641	10/28/1991	1715811	09/15/1992	09/15/2012	Registered
3178-200108/US	COUNTRY FAIR	United States	74/216642	10/28/1991	1743167	12/29/1992	12/29/2012	Registered
3178-200109/US	TENSION FLEX	United States	74/279109	05/27/1992	1808490	11/30/1993	11/30/2013	Registered
3178-200110/US	IMPERIAL SUPREME	United States	74/287942	09/24/1992	1816416	01/11/1994	01/11/2014	Registered
3178-200112/US	THE MATTRESS OF CHOICE SINCE 1894	United States	74/396873	06/01/1993	1827498	03/22/1994	03/22/2014	Registered
3178-200113/US	NEVER-FLIP	United States	74/402360	06/15/1993	1824437	03/01/1994	03/01/2014	Registered
3178-380113/CA	NEVER-FLIP	Canada	1055312	02/20/2001	TMA629743	01/07/2005	01/07/2020	Registered
3178-200114/US	21ST CENTURY SLEEP SYSTEMS	United States	74/405149	06/21/1993	1826383	03/15/1994	03/15/2014	Registered
3178-200117/US	ZERO MOTION	United States	74/526211	05/18/1994	1922056	09/26/1995	09/26/2005	Registered
3178-200118/US	THE VICTORIAN COLLECTION	United States	74/574059	09/15/1994	1925483	10/10/1995	10/10/2005	Registered
3178-200119/US	SENIOR SLEEP	United States	74/604077	11/29/1994	1938483	11/28/1995	11/28/2005	Registered
3178-200120/US	LAYTEX	United States	74/632110	02/09/1995	2246745	05/18/1999	05/18/2009	Registered
3178-200120/US/01	LAYTEX	United States	78/587505	03/15/2005				Filed-Pending
3178-200121/US	NATURALLY BY ENGLANDER	United States	74/638314	02/24/1995	2070316	06/10/1997	06/10/2007	Registered
3178-200122/US	TORSION GRID	United States	75/073000	03/15/1996	2175987	07/28/1998	07/28/2008	Registered
3178-300122/MX	TORSION GRID	Mexico	446870	09/11/2000	707136	07/28/2001	09/11/2010	Registered
3178-200123/US	ENGLANDER FITNESS	United States	75/098028	05/02/1996	2089614	08/05/1997	08/05/2007	Registered
3178-200124/US	PILLO-PUFF	United States	75/140324	07/25/1996	2052958	04/15/1997	04/15/2007	Registered
3178-200126/US	NATURE'S FINEST	United States	75/189293	10/29/1996	2114005	11/18/1997	11/18/2007	Registered
3178-300127/AU	ENGLANDER	Australia	473248	09/23/1987	6473248	06/05/1990	09/23/2008	Registered

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3178-300127/CN	ENGLANDER	China P.R.	8810001	04/16/1988	330232	02/10/1989	02/10/2009	Registered
3178-300127/CN/01	ENGLANDER	China P.R.	8810000	04/16/1988	360066	08/30/1989	08/30/2009	Registered
3178-300127/WGG	ENGLANDER	Gaza	5631	07/13/1996	5631	08/08/1996	07/13/2005	Registered
3178-300127/HK	ENGLANDER	Hong Kong	305988	01/21/1986	831131991	09/20/1991	01/21/2009	Registered
3178-300127/ID	ENGLANDER	Indonesia	N/A	02/16/1988	243767	12/22/1988	12/21/2008	Registered
3178-300127/ID/01	ENGLANDER	Indonesia	N/A	02/16/1988	243767	12/22/1988	12/21/2008	Registered
3178-300127/JP	ENGLANDER	Japan	HOB-070661	06/26/1996	4170742	07/24/1998	07/24/2008	Registered
3178-300127/MY	ENGLANDER	Malaysia	87006209	12/30/1987	87006209	08/18/1998	12/30/2004	Registered
3178-300127/MX	ENGLANDER	Mexico	514622	10/31/2001	781480	02/28/2003	10/31/2011	Registered
3178-300127/SA	ENGLANDER	Saudi Arabia	73964	11/10/2001	64293	08/09/2002	07/20/2011	Registered
3178-300127/ZA	ENGLANDER	South Africa	9310656	11/12/1993	9310656	12/21/1995	11/12/2013	Registered
3178-300127/KR	ENGLANDER	South Korea	19895824	02/26/1999	462440	01/07/2000	01/07/2010	Registered
3178-300127/TH	ENGLANDER	Thailand	172908	01/15/1988	119420	09/28/1988	01/15/2008	Registered
3178-300127/WGW	ENGLANDER	West Bank	6416	07/04/1996	6416	11/28/2002	07/04/2005	Registered
3178-200129/US	TENSION GRID	United States	75/579459	10/28/1998	2380107	08/22/2000	08/22/2010	Registered
3178-200130/US	POSTURE BUILDER	United States	75/653200	03/04/1999	2346912	05/02/2000	05/02/2010	Registered
3178-200121/US	POSTURE AID	United States	75/658224	05/05/1999	2357282	08/13/2000	08/13/2010	Registered
3178-200132/US	ENGLANDER... THE OFFICIAL MATTRESS FOR THE NEW MILLENNIUM	United States	75/705978	05/13/1999	2653066	11/26/2002	11/26/2012	Registered
3178-200133/US	TARA HALL	United States	75/914146	03/06/2000	2429807	02/20/2001	02/20/2011	Registered
3178-300136/CA	RED-LINE	Canada	633290	06/01/1989	371862	08/10/1990	08/10/2005	Registered
3178-300136/MX	RED-LINE	Mexico	446864	05/11/2000	707190	07/26/2001	09/11/2010	Registered
3178-300137/CA	TENSION EASE	Canada	630459	04/25/1989	384164	05/10/1991	05/10/2005	Registered
3178-300137/MX	TENSION EASE	Mexico	94969	08/31/1990	368430	12/17/1990	08/31/2005	Registered
3178-300139/MX	LADY ENGLANDER	Mexico	446862	09/11/2000	707128	07/26/2001	09/11/2010	Registered
3178-300142/CA	ILLUSIONS COMFORT SEAL	Canada	690594	10/01/1991	431379	08/05/1994	08/05/2009	Registered
3178-200146/US	E-SLEEP SYNERGY	United States	78/547053	01/13/2005				Filed-Pending

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3178-200042/MX	FFATHEREST	Mexico	446866	09/11/2000	707134	07/26/2001	09/11/2010	Inactive-Abandoned
3178-200044/US	VICEROY	United States	71/329913	09/26/1932	0301220	02/21/1933	02/21/2003	Inactive-Abandoned
3178-200045/US	AIRWAY	United States	71/330692	06/05/1933	0307703	10/31/1933	10/31/2003	Inactive-Abandoned
3178-300051/MX	BODYFORM	Mexico	446867	09/11/2000	707133	07/26/2001	09/11/2010	Inactive-Abandoned
3178-300069/CA	COMFORT SEAL	Canada	288657	04/09/1965	145135	05/06/1966	05/06/2011	Inactive-Abandoned
3178-300071/CA	VELVET TOUCH	Canada	633300	06/01/1989	371860	08/10/1990	08/10/2005	Inactive-Abandoned
3178-300071/MX	VELVET TOUCH	Mexico	446863	09/11/2000	707129	07/26/2001	09/11/2010	Inactive-Abandoned
3178-200085/US	THE AMERICAN WAY	United States	72/428300	06/26/1972	0958931	05/15/1973	05/15/2003	Inactive-Abandoned
3178-200086/US	COMFORT-KNIT	United States	72/440820	11/10/1972	0971322	10/23/1973	10/23/2003	Inactive-Abandoned
3178-200087/US	CUSHION-KNIT	United States	72/440822	11/10/1972	0971324	10/23/1973	10/23/2003	Inactive-Abandoned
3178-300096/MX	ESSEX	Mexico	446871	09/11/2000	707137	07/26/2001	09/11/2010	Inactive-Abandoned
3178-300099/MX	LADY ENGLANDER PRINCESS	Mexico	446861	09/11/2000	725415	11/30/2001	09/11/2010	Inactive-Abandoned
3178-300101/CA	SPORTS MATTRESS	Canada	633298	08/01/1989	371867	08/10/1990	08/10/2005	Inactive-Abandoned
3178-200102/US	ILLUSION COMFORT-SEAL	United States	74/216217	10/28/1991	1973673	01/17/1995	01/17/2005	Inactive-Abandoned
3178-300103/CA	COUNTRY COMFORT	Canada	690585	10/01/1991	409479	03/19/1993	03/12/2008	Inactive-Abandoned
3178-300104/CA	COUNTRY DREAMER	Canada	690589	10/01/1991	409482	03/19/1993	03/19/2008	Inactive-Abandoned
3178-300105/CA	COUNTRY TRADITION	Canada	690588	10/01/1991	409481	03/12/1993	03/12/2008	Inactive-Abandoned
3178-300106/CA	COUNTRY BELLE	Canada	690590	10/01/1991	409493	03/19/1993	03/19/2008	Inactive-Abandoned
3178-300107/CA	COUNTRY SLEEPMATE	Canada	690591	10/01/1991	409494	03/19/1993	03/19/2008	Inactive-Abandoned
3178-300108/CA	COUNTRY FAIR	Canada	690587	10/01/1991	409480	03/12/1993	03/12/2008	Inactive-Abandoned
3178-200111/US	BODY-TUNED	United States	74/312856	09/11/1992	1760604	05/04/1993	05/04/2003	Inactive-Abandoned
3178-200115/US	UNIQUE	United States	74/420266	07/30/1993	1624774	03/01/1994	03/01/2004	Inactive-Abandoned

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3178-200116/US	STARGAZER	United States	74/430247	03/27/1993	1087935	04/04/1995	04/04/2005	Inactive-Abandoned
3178-300122/CA	TORSION GRID	Canada	633301	05/01/1998	374039	10/05/1998	10/05/2005	Inactive-Abandoned
3178-200125/US	ENGLANDER BABEE GRAND	United States	75/149493	08/13/1996	2097358	09/16/1997	09/16/2007	Inactive-Abandoned
3178-200127/US	ENGLANDER	United States	75/438409	02/23/1998				Inactive-Abandoned
3178-200127/US/01	ENGLANDER	United States	76/413686	05/29/2002				Inactive-Abandoned
3178-300127/JO	ENGLANDER	Jordan	2300	06/22/1998	50234	08/26/1999	06/22/2005	Inactive-Abandoned
3178-200128/US	ENGLANDER MATTRESS GALLERY	United States	75/461056	04/02/1998				Inactive-Abandoned
3178-300130/CA	POSTURE BUILDER	Canada	633292	06/01/1999	371864	08/10/1998	08/10/2005	Inactive-Abandoned
3178-300130/MX	POSTURE BUILDER	Mexico	446869	09/11/2000	707135	07/26/2001	09/11/2010	Inactive-Abandoned
3178-200134/US	21ST CENTURY MOTION SLEEP SYSTEMS	United States	75/920675	02/15/2000				Inactive-Abandoned
3178-200135/US	SUPER QUEEN	United States	76/297063	02/09/2001				Inactive-Abandoned
3178-300138/CA	ENGLANDER - JUST FOR THE HEALTH OF IT	Canada	633299	06/01/1999	371868	08/10/1998	08/10/2005	Inactive-Abandoned
3178-300140/MX	SPORTS	Mexico	446872	09/11/2000	707138	07/26/2001	09/11/2010	Inactive-Abandoned
3178-300141/CA	PROPEREST	Canada	633294	06/01/1999	371865	08/10/1998	08/10/2005	Inactive-Abandoned
3178-300143/IL	ENGLANDER THE MATTRESS OF THE CENTURY	Israel	119615	05/13/1998	119615	04/06/2000	05/13/2005	Inactive-Abandoned
3178-300143/IL/01	ENGLANDER THE MATTRESS OF THE CENTURY	Israel	119616	05/13/1998	119616	02/07/2000	05/13/2005	Inactive-Abandoned

EXHIBIT 1.4(a)
TO ASSET PURCHASE AGREEMENT

BILL OF SALE
AND
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale and Assignment"), dated as of October 20, 2005, is by and among England, Inc., a Michigan corporation ("England"), LZB Properties, Inc., a Michigan corporation ("LZB" and, along with England, "Seller") and Englander Sleep Products, L.L.C., a Delaware limited liability company (the "Purchaser") (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, pursuant to an Asset Purchase Agreement dated as of October 20, 2005 (the "Asset Purchase Agreement") by and between Seller and Purchaser, and in consideration of the Purchase Price paid thereunder and the mutual promises and covenants contained therein, Seller agreed to sell, convey, transfer, assign and deliver to Purchaser at the Closing the "Assets" as that term is defined in the asset Purchase Agreement; and

WHEREAS, also pursuant to the Asset Purchase Agreement, Purchaser agreed to assume the Assumed Liabilities, as that term is defined in the Asset Purchase Agreement.

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, Purchaser, its successors and assigns forever, all of Seller's right, title and interest, legal or equitable, in and to the Assets as of the Closing Date. Such conveyance, transfer, assignment, and vesting shall be effective as of 12:01 A.M. on October 20, 2005. The Assets are sold and assigned as represented and warranted in the Asset Purchase Agreement, and the representations and warranties of Seller set forth in the Asset Purchase Agreement are incorporated into this Agreement as though fully set forth herein. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SPECIFICALLY PROVIDED FOR IN THE ASSET PURCHASE AGREEMENT, ALL OF THE ASSETS ARE SOLD TO PURCHASER "AS IS" WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR INTENDED USE OR OTHERWISE.

2. Purchaser hereby agrees to assume and pay or perform in the ordinary course of business all of the Assumed Liabilities.

3. As provided in the Asset Purchase Agreement, Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from any cost, claim, liability, damage, or expense (including attorneys' fees and costs) arising from any cause of action whatsoever relating to the Assumed Liabilities.

4. 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 Bill of Sale and Assignment.

5. Purchaser shall not assume nor be responsible for, and Seller shall retain and remain responsible for, any and all of Seller's obligations and liabilities of any nature whatsoever, whether absolute, accrued, disclosed, undisclosed, contingent or otherwise, relating to the Excluded Assets.

6. This Bill of Sale and Assignment 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. Nothing in this instrument shall be deemed to modify, limit, or amend any of the rights or obligations of either Party under the Asset Purchase Agreement.

8. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement.

9. This Bill of Sale and Assignment 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.

[Balance of page intentionally remains blank.]

IN WITNESS WHEREOF, the Parties have executed this Bill of Sale and Assignment as of the date first set forth above.

PURCHASER:

Englander Sleep Products, L.L.C.

By: _____
Name: Terry L. Spears
Title: Chairman of the Executive Committee

SELLER:

England, Inc.

By: David M. Parley
Name: David M. Parley
Title: SENIOR VP + CFO

LZB Properties, Inc.

By: Mark A. Stigeman
Name: Mark A. Stigeman
Title: VP, Finance

IN WITNESS WHEREOF, the Parties have executed this Bill of Sale and Assignment as of the date first set forth above.

PURCHASER:

Englander Sleep Products, L.L.C.

By: Terry L. Spears
Name: Terry L. Spears
Title: Chairman of the Executive Committee

SELLER:

England, Inc.

By: _____
Name:
Title:

LZB Properties, Inc.

By: _____
Name:
Title: