

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hollander Home Fashions Corp.		07/28/2009	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

Name:	Hollander Home Fashions LLC
Street Address:	6560 West Rogers Circle
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33487
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 70**

Property Type	Number	Word Mark
Registration Number:	1870583	BED GLOVE
Registration Number:	1642450	BODY BUDDY
Registration Number:	3658038	BREATHE CLEAN & CLEAR
Registration Number:	2492969	BREATHE WELL
Registration Number:	3534521	BREATHEWELL
Registration Number:	2899498	CLUSTER PUFF
Registration Number:	2853613	COMFORT QUARTERS
Registration Number:	3009307	COMFORT TO GO
Registration Number:	3584780	COMFORT WRAP
Registration Number:	1790428	COUNTESS YORK
Registration Number:	1790429	COUNTESS YORK
Registration Number:	1695364	CUDDLE BED
Registration Number:	2375118	CUDDLE ROLL
Registration Number:	3121583	CUDDLE ROLL MINI

**CH \$1765.00 1870583**

Registration Number:	2013651	CUSTOM SHAPES
Registration Number:	2803234	H
Registration Number:	2818380	DOUBLE SUPPORT
Registration Number:	3114824	DREAM PUFF
Registration Number:	2158623	DREAMSCAPE
Registration Number:	2795796	DREAMY NIGHTS
Registration Number:	3111100	FOUR SEASONS
Registration Number:	2310617	GRAND SATEEN
Registration Number:	2199538	H
Registration Number:	2212499	HEALTHY HOME
Registration Number:	1781457	HOLLANDER
Registration Number:	1327027	HOLLANDER HOME FASHIONS
Registration Number:	2322531	HUGE
Registration Number:	2926375	HUGE
Registration Number:	1675908	INSUFIL
Registration Number:	2751427	LIVE COMFORTABLY
Registration Number:	2834611	MEGA
Registration Number:	3561843	MICRO-BARRIER
Registration Number:	2974910	MINI
Registration Number:	3464397	NATURAL ELEMENTS
Registration Number:	3107498	NEVER FLAT
Registration Number:	2833280	OPUS
Registration Number:	2489420	PEACHY
Registration Number:	2900607	PERFECT REST
Registration Number:	2005391	PERFECT SUPPORT
Registration Number:	1689074	PUFFARAL
Registration Number:	1136249	SNUG SACK
Registration Number:	2677373	SNUGGLEROLL
Registration Number:	3074593	SNUGLET
Registration Number:	2984220	SUPERSIDE
Registration Number:	2007760	TRILOGY
Registration Number:	2851928	UNE VIE DOUILLETTE
Registration Number:	3260558	VELVET COMFORT
Registration Number:	3389764	VELVET DREAMER
Registration Number:	2838448	VENDOME

Registration Number:	2640351	WE DON'T SLEEP WELL UNTIL YOU DO
Registration Number:	2978708	WIDE BODY
Registration Number:	2900136	WILD THING
Registration Number:	1152467	WOOLY BULLY
Serial Number:	77358158	ARCTIC DOWN
Serial Number:	77665208	ARCTIC DOWN
Serial Number:	77183625	BREATHE CLEAR
Serial Number:	77270592	CERTIFIED COMFORT
Serial Number:	77183629	CLEAN AND CLEAR
Serial Number:	77651919	COMFORT BASICS
Serial Number:	78652923	DOWN PLUS
Serial Number:	77474701	DREAM THERAPY
Serial Number:	77662373	DREAMSCAPE
Serial Number:	77026893	EARTH ESSENTIALS
Serial Number:	77266120	HEALTHY LIVING
Serial Number:	77586053	KOOLFOAM
Serial Number:	77356806	LIVE COMFORTABLY, LIVE GREEN
Serial Number:	77281959	LIVE GREEN
Serial Number:	77474695	SPINE TECH
Serial Number:	77586297	SUPERFIT
Serial Number:	77474700	THERASLEEP

**CORRESPONDENCE DATA**

Fax Number: (212)446-4900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2124464800  
Email: susan.zablocki@kirkland.com  
Correspondent Name: Susan Zablocki  
Address Line 1: Kirkland & Ellis LLP  
Address Line 2: 601 Lexington Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	22783-5
NAME OF SUBMITTER:	Susan Zablocki
Signature:	//susan zablocki//
Date:	12/17/2009

**Total Attachments: 18**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of 28th day of July, 2009 ("Effective Date") by and between Hollander Home Fashions Corporation, a New Jersey corporation, with its principal office at 6560 West Rogers Circle Boca Raton, Florida 33487 ("Assignor"), and Hollander Home Fashions LLC, a Delaware limited liability company, with its principal office at 6560 West Rogers Circle Boca Raton, Florida 33487 ("Assignee").

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and applications for trademark registration, as set forth on Schedule A attached hereto, and the foreign trademark registrations and applications for trademark registration, as set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

**WHEREAS**, Assignee is a successor to Assignor's business to which the Marks pertain, and that business is ongoing and existing.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to: (1) the preparation and prosecution of any applications for registration, or any applications for renewal, relating to the rights assigned herein; (2) the prosecution or defense of any proceedings in the United States Patent and Trademark Office, infringement, or other proceedings that may arise in connection with any of the rights assigned herein, including,


without limitation, testifying as to any facts relating to the Marks or this Assignment; (3) obtaining any additional trademark protection relating to the rights assigned herein that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world.

\* \* \* \* \*

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 28th day of July, 2009.

Assignor

HOLLANDER HOME FASHIONS CORPORATION

By:  \_\_\_\_\_

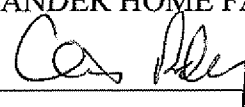
Name: Jeffrey M. Hollander

Title: Executive Chairman

Accepted:

Assignee

HOLLANDER HOME FASHIONS LLC

By:  \_\_\_\_\_

Name: Chris Baker

Title: Chief Executive Officer

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b><u>MARK</u></b>	<b><u>COUNTRY</u></b>	<b><u>APP. NO.</u></b>	<b><u>APP. DT</u></b>	<b><u>REG. NO.</u></b>	<b><u>REGISTRATION DATE</u></b>
ARCTIC DOWN	U.S.	77358158	21DE2007		
ARCTIC DOWN	U.S.	77665208	06FE2009		
BED GLOVE	U.S.	74426312	17AU1993	1870583	12/27/1994
BLACK DIAMOND	U.S.		18FE2009	1642450	4/23/1991
BREATHE CLEAN & CLEAR	U.S.	77669473	12FE2009	3658038	07/21/2009
BREATHE CLEAR	U.S.	77183625	17MY2007		
BREATHE WELL	U.S.	75474996	27AP1998	2492969	9/25/2001
BREATHWELL	U.S.	77024837	19OC2006	3534521	11/18/2008
CERTIFIED COMFORT	U.S.	77270592	04SE2007		
CLEAN AND CLEAR	U.S.	77183629	17MY2007		
CLUSTER PUFF	U.S.	78238380	16AP2003	2899498	11/2/2004
COMFORT BASICS	U.S.	77651919	19JA2009		
COMFORT QUARTERS	U.S.	78213730	12FE2003	2853613	6/15/2004
COMFORT TO GO	U.S.	78165708	19SE2002	3009307	10/25/2005
COMFORT WRAP	U.S.	78862542	17AP2006	3584780	3/3/2009
COUNTESS YORK	U.S.	74322711	15OC1992	1790428	8/31/1993
COUNTESS YORK AND DESIGN	U.S.	74323790	15OC1992	1790429	8/31/1993
CUDDLE BED AND DESIGN	U.S.	74119376	30NO1990	1695364	6/16/1992
CUDDLE ROLL	U.S.	75778188	17AU1999	2375118	8/8/2000



<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>APP. DT</u>	<u>REG. NO.</u>	<u>REGISTRATION DATE</u>
CUDDLE ROLL MINI	U.S.	78394047	31MR2004	3121583	7/25/2006
CUSTOM SHAPES	U.S.	75013875	02NO1995	2013651	11/5/1996
DESIGN	U.S.	76392382	05AP2002	2803234	1/6/2004
DOUBLE SUPPORT	U.S.	78137048	19JE2002	2818380	2/24/2004
DOWN PLUS	U.S.	78652923	17JE2005		
DREAM PUFF	U.S.	78238893	17AP2003	3114824	7/11/2006
DREAM THERAPY	U.S.	77474701	15MY2008		
DREAMSCAPE	U.S.	75258742	17MR1997	2158623	5/19/1998
DREAMSCAPE	U.S.	77662373	03FE2009		
DREAMY NIGHTS	U.S.	76407514	14MY2002	2795796	12/16/2003
EARTH ESSENTIALS	U.S.	77026893	23OC2006		
FOUR SEASONS	U.S.	78196095	18DE2002	3111100	7/4/2006
GRAND SATEEN	U.S.	75468979	4/16/1998	2310617	1/25/2000
H	U.S.	75295744	5/21/1997	2199538	10/27/1998
HEALTHY HOME AND DESIGN	U.S.	75324146	14JL1997	2212499	12/22/1998
HEALTHY LIVING	U.S.	77266120	28AU2007		
HOLLANDER	U.S.	74295197	15JL1992	1781457	7/13/1993
HOLLANDER HOME FASHIONS	U.S.	73492915	01AU1984	1327027	3/26/1985
HUGE	U.S.	75307538	12JE1997	2322531	2/15/2005
HUGE	U.S.	78320367	29OC2003	2926375	2/15/2005
INSUFIL	U.S.	74006667	01DE1989	1675908	2/18/1992
KOOLFOAM	U.S.	77586053	10/6/2008		
LIVE COMFORTABLY	U.S.	78115624	18MR2002	2751427	8/12/2003

<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>APP. DT</u>	<u>REG. NO.</u>	<u>REGISTRATION DATE</u>
LIVE COMFORTABLY, LIVE GREEN	U.S.	77356806	20DE2007		
LIVE GREEN	U.S.	77281959	18SE2007		
MEGA	U.S.	78248949	13MY2003	2834611	4/20/2004
MICRO-BARRIER	U.S.	77175276	08MY2007	3561843	1/13/2009
MINI	U.S.	78394045	31MR2004	2974910	7/19/2005
NATURAL ELEMENTS	U.S.	78909826	16JE2006	3464397	7/8/2008
NEVER FLAT	U.S.	78238885	17AP2003	3107498	6/20/2006
OPUS	U.S.	78171006	04OC2002	2833280	4/13/2004
PEACHY	U.S.	76024553	13AP2000	2489420	9/11/2001
PERFECT REST	U.S.	78142335	09JL2002	2900607	11/2/2004
PERFECT SUPPORT	U.S.	74640191	24FE1995	2005391	10/1/1996
PUFFARAL	U.S.	74182150	03JL1991	1689074	5/26/1992
SNUG SACK	U.S.	73134818	21JL1977	1136249	5/27/1980
SNUGGLEROLL	U.S.	76366901	2/5/2002	2677373	1/21/2003
SNUGLET	U.S.	78430191	04JE2004	3074593	3/28/2006
SPINE TECH	U.S.	77474695	15MY2008		
SUPERFIT	U.S.	77586297	06OC2008		
SUPERSIDE	U.S.	78381047	09MR2004	2984220	8/9/2005
THERASLEEP	U.S.	77474700	15MY2008		
TRILOGY	U.S.	74674187	15MY1995	2007760	10/15/1996
TRILOGY	U.S.	74674187	5/15/1995	2007760	10/15/1996
UNE VIE DOUILLETTE	U.S.	78157787	26AU2002	2851928	6/8/2004
VELVET COMFORT	U.S.	78869825	26AP2006	3260558	7/10/2007

<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>APP. DT</u>	<u>REG. NO.</u>	<u>REGISTRATION DATE</u>
VELVET DREAMER	U.S.	78553333	25JA2005	3389764	2/26/2008
VENDOME	U.S.	78168219	26SE2002	2838448	5/4/2004
WE DON'T SLEEP WELL UNTIL YOU DO	U.S.	75982723	3/10/1998	2640351	10/22/2002
WIDE BODY	U.S.	78238887	17AP2003	2978708	7/26/2005
WILD THING	U.S.	76182652	19DE2000	2900136	11/2/2004
WOOLY BULLY	U.S.	73216414	21MY1979	1152467	4/28/1981

**SCHEDULE B**

**FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>APP. DT</u>	<u>REG. NO.</u>	<u>CLASS</u>	<u>REGISTRATION DATE</u>
H & DESIGN	Argentina	2542840	21SE2004	2,197,897	20	
h LOGO	Argentina	2542841	21SE2004	2178544	24	
LIVE COMFORTABLY	Argentina	2542838	21SE2004	2,197,895	20	
LIVE COMFORTABLY	Argentina	2542839	21SE2004	2178543	24	

<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>APP. DT</u>	<u>REG. NO.</u>	<u>CLASS</u>	<u>REGISTRATION DATE</u>
h LOGO	Brazil	826933904	28SE2004	826933904	20	11/4/2008
h LOGO	Brazil	826933920	28SE2004	826933920	24	11/4/2008

<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>APP. DT</u>	<u>REG. NO.</u>	<u>CLASS</u>	<u>REGISTRATION DATE</u>
BODY BUDDY	Canada	74005609	28NO1989	TMA 448,674	20	10/6/1995
BODY CUDDLER, THE	Canada	762545	25AU1994	TMA 448674	20 24	10/6/1995
BREATHE WELL	Canada	894571	27OC1998	TMA553109	20	10/31/2001
CLUSTER PUFF	Canada	1221423	23JE2004	TMA662003		3/31/2006
COMFORT ET RESPECT DE L'ENVIRONNEMENT	Canada	1377886	03JA2008	TMA735,546	20 24	3/3/2009
COMFORT WRAP	Canada	1394765	08MY2008			
COUNTESS YORK	Canada	899842	16DE1998	525,293	20 24	3/20/2000
COUNTESS YORK AND DESIGN	Canada	899847	08JA1999	TMA535876	24	10/26/2000
CUDDLE ROLL	Canada	1044651	31JA2000	1044651	24	12/13/2002
DOOR CRASHER, THE	Canada	777660	10MR1995	491,270	20 24	3/11/1998
DREAMSCAPE	Canada	846340	28MY1997	537853		11/28/2000
EARTH ESSENTIALS	Canada	1378501	09JA2008			
H & DESIGN	Canada	850912	24JL1997	531712		8/24/2000
HEALTHY HOME	Canada	829436	20NO1996	494,096		5/7/1998
HEALTHY LIVING	Canada	1384373	21FE2008			
HOLLANDER	Canada	899849	16DE1998	531515		8/21/2000
HOLLANDER HOME FASHIONS	Canada	543705	13JE1985	322219		12/26/2001
ITTY BITTY	Canada	753336	27AP1994	485526		11/14/1997

<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>APP. DT</u>	<u>REG. NO.</u>	<u>CLASS</u>	<u>REGISTRATION DATE</u>
LIVE COMFORTABLY	Canada	1151245	29AU2002	TMA620,784		8/28/2004
LIVE COMFORTABLY, LIVE GREEN	Canada	1377093	21DE2007		20 24	
MICROSHIELD	Canada	899848	16DE1998	TMA547920		7/10/2001
NATURAL ELEMENTS	Canada	1395929	15MY2008	3,464,397	20	7/8/2008
NEVER FLAT	Canada	1270917	02SE2005	TMA669,135		8/20/2006
OPUS	Canada	1430797	12MR2009			
SIMPLY	Canada	087429300	4/3/1998	TMA514327		8/11/1999
SNUG SACK	Canada	421805	28FE1978	241,357		3/21/1980
SUPERSIDE	Canada	1225865	04AU2004	TMA641078		6/1/2005
THE BODY CUDDLER	Canada	076254500	8/25/1994	TMA448674		10/6/1995
UNE VIE DOUILLETTE	Canada	1151246	29AU2002	TMA638,406		4/27/2005
WARMTH SEAL	Canada	899845	16DE1998	TMA 553,044		10/29/2001
WE DON'T SLEEP WELL UNTIL DO	Canada	1001626	11JA1999	TMA556215		1/10/2002



<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>APP. DT</u>	<u>REG. NO.</u>	<u>CLASS</u>	<u>REGISTRATION DATE</u>
H & DESIGN	China	3611194	30JE2003	3611194	20	6/14/2005
h LOGO	China	4282291	22SE2004	4282291	24	3/7/2009
HOLLANDER	China	3611195	6/30/2003			
LIVE COMFORTABLY	China	4281994	22SE2004	4281994	24	5/7/2008
LIVE COMFORTABLY	China	4282290	22SE2004	4282290	20	2/7/2008

<u>MARK</u>	<u>JURISDICTION</u>	<u>APP. NO.</u>	<u>APP. DT</u>	<u>REG. NO.</u>	<u>CLASS</u>	<u>REGISTRATION DATE</u>
CUDDLE ROLL	Community Trademarks	1820208	23AU2000	1820208		1/14/2002
H	Community Trademarks	1151653	4/26/1999	1151653		6/14/2000
HOLLANDER	Community Trademarks	1151604	26AP1999	1151604	20 24	2/26/2001
WIR RUHEN NICHT BIS SIE GUT SCHLAFEN	Community Trademarks	1151596	4/26/1999	1151596		6/8/2000

<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>APP. DT</u>	<u>REG. NO.</u>	<u>CLASS</u>	<u>REGISTRATION DATE</u>
h	Germany	39923444.6	4/23/1999	39923444		6/2/1999
h Wir ruhen nicht, bis Sie gut schlafen	Germany	30151068.7	8/24/2001	30151068		3/8/2002
HOLLANDER	Germany	39923441.1	4/23/1999	39923441		5/18/1999

<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>APP. DT</u>	<u>REG. NO.</u>	<u>CLASS</u>	<u>REGISTRATION DATE</u>
h LOGO	Japan	2004-090078	01OC2004	4901121	20 24	
LIVE COMFORTABLY	Japan	2004-090077	01OC2004	4901120	20 24	5/7/2008

<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>APP. DT</u>	<u>REG. NO.</u>	<u>CLASS</u>	<u>REGISTRATION DATE</u>
h LOGO	Korea	2004-43478	22SE2004	646187	20 24	1/5/2006

<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>APP. DT</u>	<u>REG. NO.</u>	<u>CLASS</u>	<u>REGISTRATION DATE</u>
COUNTESS YORK	Mexico	363793	2/15/1999	603962		3/26/1999
COUNTESS YORK	Mexico	363794	2/15/1999	609767		5/20/1999
COUNTESS YORK	Mexico	363797	2/15/1999	621680		8/31/1999
COUNTESS YORK	Mexico	363798	2/15/1999	606787		4/26/1999
H & DESIGN	Mexico	313391	06NO1997	567,958		1/21/1998
H & DESIGN	Mexico	321893	06FE1998	576206	24	5/14/1998
HHF	Mexico	363796	2/15/1999	654700		5/24/2000
HHF AND DESIGN	Mexico	363800	15FE1999	606788	24	4/26/1999
HOLLANDER	Mexico	359013	04JA1999	602125	24	2/25/1999
HOLLANDER	Mexico	359014	04JA1999	602126	20	2/25/1999
HOLLANDER HOME FASHIONS	Mexico	363795	15FE1999	603963	20	3/26/1999
HOLLANDER HOME FASHIONS	Mexico	363799	15FE1999	603964	24	3/26/1999