

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

October 21, 2021

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RE: Serial No.: 90327010
 Mark: VITA CABINETRY
 Applicant: Vita Cabinetry LLC
 Office Action of: April 30, 2021

APPLICANT’S RESPONSE TO OFFICE ACTION

The following is in response to the Office Action dated April 30, 2021, regarding the above-identified application.

Likelihood of Confusion

Applicant’s VITA CABINETRY design mark (the “Mark”) is not confusingly similar to the cited marks: Reg. Nos. 4280379, 5070524, 5107366, and 5505488 (the “Cited Marks”). Applicant’s Mark does not have a similar sight, sound, or meaning to the Registered Marks and the whole phrase of Applicant’s Mark creates a significantly different message and thus the overall commercial impression of the marks is not similar and therefore it is unlikely to be confused with the Registered Marks.

Applicant respectfully disagrees with the findings and requests that the Examining Attorney reconsider the refusal and allow registration of Applicant’s mark. The Examiner found that there may be a likelihood of confusion under §2(d) as between Applicant's Mark and the Cited Marks due to a similarity of the marks and related goods. Applicant believes that the Examiner incorrectly: (i) found that the marks were similar; (ii) the products are sufficiently related to support a likelihood of confusion; (iii) made no findings as to the sophistication of the purchasers; and (iv) made no findings as to the conditions under which purchases are made. To prove this, Applicant will: 1) demonstrate how the Mark has a different sight, sound, and meaning from the

Cited Marks; 2) show that the purchasers are sophisticated; and 3) show that the conditions of purchasing are different such that there will be no confusion.

1. Similarity of the Marks

Likelihood of confusion between two marks at the PTO is determined by a review of all of the relevant factors under the du Pont test. *In re E.J. du Pont de Nemours & Co.*, 476 F.2d 1357, 177 USPQ 563 (CCPA 1973). Although the issue of likelihood of confusion typically revolves around the similarity or dissimilarity of the marks and the relatedness of the goods or services, “there is no mechanical test for determining likelihood of confusion and ‘each case must be decided on its own facts.’” *Id.* at 1361. Each of the thirteen du Pont factors may be considered in weighing likelihood of confusion, if raised, and any one may be dispositive. *See In re Dixie Rests., Inc.*, 105 F.3d 1405, 1406-07, 41 USPQ2d 1531, 1533 (Fed. Cir. 1997). In some cases, a determination that there is no likelihood of confusion may be appropriate, even where the marks share common terms and the goods/services relate to a common industry, because these factors can be outweighed by others. These overriding factors could include the differences in the relevant trade channels, a significant number of similar marks in use on similar goods/services, the existence of a valid consent agreement between the parties, or another established fact probative of the effect of use. *See, e.g., In re Strategic Partners, Inc.*, 102 USPQ2d 1397 (TTAB 2012).

a. Sight, Sound, and Meaning & Anti-Dissection

The Examiner correctly stated that marks are compared in their entirety for similarities in appearance, sound, connotation, and commercial impression. The Examiner also stated correctly that similarity in one element *may* be sufficient to find marks confusingly similar. (emphasis added). The Examiner then determined that the parallel in the words VITA among the Mark and the Cited Marks was sufficient to deem the marks similar because the word VITA in isolation has the same sight, sound, and meaning.

In this instance, the anti-dissection rule and the dominant features rule (discussed below) are particularly relevant. “It is incorrect to compare marks by eliminating portions thereof and then simply comparing the residue.” *China Healthways v. Wang*, 491 F.3d 1337 (Fed. Cir. 2007). “The basic principle in determining confusion between marks is that marks must be compared in their entirety and must be considered in connection with the particular goods or services for which they are used. It follows from that principle that likelihood of confusion cannot be predicated on dissection of a mark, that is, on only part of a mark.” *In re Nat’l Data Corp.*, 753 F.2d 1056, 1058,


224 USPQ 749, 750-51 (Fed. Cir. 1985); TMEP §1207.01(b). This is the anti-dissection rule: comparing only the parts of marks that are obviously similar and not the "residue" inherently skews the analysis.


By comparing only the term VITA, only the shared words are compared without acknowledgement of the relevance of the design features in the Applicant's Mark and the dominant portions of the all the marks at issue. VITA CABINETRY was not compared in its entirety with the Cited Marks: VITA V, VITA TALALAY, VITA, and VITA TALALAY ORIGINS with design. Instead, the analysis merely "compared the residue" after eliminating VITA and other dominant portions of each of the marks from any consideration.

b. Sight, Sound, and Meaning & Dominant Portion

The Examiner states that the dominant feature of Applicant's Mark and the Cited Marks is "VITA." According to the Examiner, "VITA" is the dominant feature because it is the first term of each of the marks and consumers are generally more inclined to focus on the first word, prefix, or syllable in any trademark. The examiner fails to evaluate the use of Applicant's design element which precedes "VITA". In fact, to properly compare dominant portions under the sight, sound, and meaning test, the dominant features must first be determined. There are many rules for determining the "dominant portion" of a given mark. "[I]t is often the first part of a mark which is most likely to be impressed upon the mind of a purchaser and remembered." *Presto Products, Inc. v. Nice-Pak Products, Inc.*, 9 U.S.P.Q.2d 1895 (T.T.A.B. 1988), *see Palm Bay Imports, Inc. v. Veuve Clicquot Ponsardin Maison Fondée En 1772*, 396 F.3d 1369, 73 U.S.P.Q.2d 1689 (Fed. Cir. 2005). Courts have also stated that disclaimed terms cannot be the dominant portion of a mark in most circumstances. "The fact that in a registration, certain descriptive or generic terms are disclaimed indicates that those terms are less significant and the other parts of the mark are the dominant parts that will impact most strongly on the ordinary buyer." *In re Dixie Restaurants, Inc.*, 105 F.3d 1405, 41 U.S.P.Q.2d 1531 (Fed. Cir. 1997), *see* TMEP §1213.10. Perhaps the simplest, and most often applicable "dominant portion" rule is that the most distinctive part of the mark is usually dominant. This is because a distinctive part of a mark makes "the most impression on the ordinary viewer, that part will be treated as the dominant portion [and] given greater weight in the comparison." *Ty, Inc. v. Jones Group, Inc.*, 237 F.3d 891 (7th Cir. 2001).

Thus, we must use the three general rules – the first part or word, the parts not disclaimed, and the most distinctive part—to determine the dominant portion of the marks at issue:

Owner	Mark	Reg. No.	Relevant Goods/Services
Applicant, Vita Cabinetry LLC		App. Serial No. 90327010	020 Bathroom vanities; Kitchen cabinets
Design Toscano	VITA V	4280379	020 Decorative boxes made of wood; figurines of polyresin, wood, and wax; frames for paintings; furniture for house, office and garden; furniture, mirrors, picture frames; sculptures of polyresin, wood, and wax.
VITA INTERNATIONAL LIMITED, a wholly owned subsidiary of Vita (Group) Unlimited	VITA TALALAY	5070524	020 Mattresses; pillows and cushions, bolsters and upholstery padding as parts of furniture, all being made of foamed rubber, foamed plastics, latex rubber, and foamed materials; furniture
Vita (Group) Unlimited	VITA	5107366	020 Furniture; mattresses other than childbirth mattresses, pillows not for surgical or curative purposes; cushions, pillows not for surgical or curative purposes; cushions, mirrors, picture frames of wood, cork, reeds, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother-of-pearl, meershaum, celluloid, substitutes for all these materials of plastics; bolsters and upholstery parts of furniture, all being made of foamed rubber, foamed plastics and foamed materials

VITA INTERNATIONAL LIMITED, a wholly owned subsidiary of Vita (Group) Unlimited		5505488	020 Mattresses; mattress toppers; pillows and cushions, not for surgical or curative purposes, bolsters and upholstery padding as parts of furniture, all being made of foamed rubber, foamed plastics, latex rubber, and foamed materials; furniture
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In applying these rules, the logical conclusion is that the design element of Applicant’s Mark is the dominant portion.

Each of the four Cited Marks not only use the term VITA as the first term, but also as the first part of their mark. The only Cited Mark which uses a design element, places the small design element at the end of the mark. Whereas Applicant’s Mark does not use VITA as the first part of their mark; but instead uses a significant design element as the first part of the mark. The design element is a zig-zag line that, based on the organization and shading of the shape, would first appear as the letters VA to consumers.

The second method states that a disclaimed portion is generally not dominant. However, this does not mean those elements can be discarded out of hand. “[T]he touchstone of this factor is consideration of the marks *in total*.” *Jack Wolfskin v. New Millennium*, 797 F.3d 1363, 1371 (Fed. Cir. 2015) (emphasis added). This means it is improper to ignore descriptive or non-dominant features. “It is incorrect to compare marks by eliminating portions thereof and then simply comparing the residue.” *China Healthways v. Wang*, 491 F.3d 1337, 1340 (Fed. Cir. 2007). “The basic principle in determining confusion between marks is that marks must be compared in their entireties and must be considered in connection with the particular goods or services for which they are used. It follows from that principle that likelihood of confusion cannot be predicated on dissection of a mark, that is, on only part of a mark.” *In re Nat’l Data Corp.*, 753 F.2d 1056, 1058, 224 USPQ 749, 750-51 (Fed. Cir. 1985); TMEP §1207.01(b). Restated, the anti-dissection rule precludes emphasizing certain, incomplete portions of marks without a comparison that includes with particularity the marks in their entire forms. Therefore, though it is true the descriptive wording is disclaimed, it must still be taken into consideration. “No element of a mark is ignored

simply because it is less dominant, or would not have trademark significance if used alone.” *In re Electrolyte Labs, Inc.*, 913 F. 2d 930, 932 (Fed. Cir. 1990). Even descriptive wording must be analyzed in its impact on the impression of a mark. “The disclaimed elements of a mark, however, are relevant to the assessment of similarity. . . . This is so because confusion is evaluated from the perspective of the purchasing public, which is not aware that certain words or phrases have been disclaimed.” *Shen Mfg. Co., Inc. v. Ritz Hotel, Ltd.*, 393 F.3d 1238, 1243 (Fed. Cir. 2004). Therefore, even though these words are disclaimed, they are accorded some weight in consideration. Even if we accept that the disclaimed *words* cannot be dominant, this does not mean their feature as a design element is ignored.

The third rule considers the most distinctive part to be the dominant portion. Applicant’s design element of the zig-zag line is not a common shape and catches a consumer’s eye. Due to the organization and shading of the zig-zag design, the consumer’s eye will be drawn to the design, it will cause the consumer to consider whether it is merely a zig-zig or the letters VA, and what the letters VA may signify. Consumer’s will readily remember the design element as it is clearly not a common shape and the most distinctive portion of Applicant’s mark.



c. Sight, Sound, and Meaning & Additional Elements

The Applicant’s Mark contains an additional design element before VITA and an additional term, CABINETRY, after VITA. Design Toscano’s mark contains the letter V after VITA; and two of Vita International Limited’s marks contain the word TALALAY after VITA, one of which adds ORIGINS and a green design composed of five small circles creating a backward C shape (the description as provided in their registration). The only cited mark without additional terms is Vita (Group) Unlimited’s VITA. However, VITA was registered after Design Toscano’s VITA V and has existed without confusion (see analysis below as to the sophistication of purchasers). This difference in additional elements changes the overall impressions as well as the meanings of the marks. Though additional matter does not necessarily avoid a likelihood of

confusion, “[a]dditions or *deletions* to marks may be sufficient to avoid a likelihood of confusion if: (1) the marks in their entireties convey significantly different commercial impressions; or (2) the matter common to the marks is not likely to be perceived by purchasers as distinguishing source because it is merely descriptive or diluted.” TMEP §1207.01(b)(iii). (emphasis added) Citing *Citigroup Inc. v. Capital City Bank Group, Inc.*, 637 F.3d 1344, 1356, 98 USPQ2d 1253, 1261 (Fed. Cir. 2011); *Shen Mfg. Co. v. Ritz Hotel Ltd.*, 393 F.3d 1238, 1245, 73 USPQ2d 1350, 1356-57 (Fed. Cir. 2004); *Safer, Inc. v. OMS Invs., Inc.*, 94 USPQ2d 1031, 1044-45 (TTAB 2010); *Bass Pro Trademarks, L.L.C. v. Sportsman’s Warehouse, Inc.*, 89 USPQ2d 1844, 1857-58 (TTAB 2008); *In re Shawnee Milling Co.*, 225 USPQ 747, 749 (TTAB 1985); *In re S.D. Fabrics, Inc.*, 223 USPQ 54, 55-56 (TTAB 1984).

The Examiner did not discuss why the design element was disregarded. The inclusion of the design element and the additional terms creates a different suggestion and meaning. “If two conflicting marks each have an aura of suggestion, but each suggests something different to the buyer, this tends to indicate a lack of a likelihood of confusion. For example, GREEN LEAF for plant sprays suggests that use of the product makes leaves green, while the mark BLACK LEAF on sprays indicates a meaning just the contrary.” 4 McCarthy on Trademarks and Unfair Competition § 23:28 (4th ed.) quoting *Smith v. Tobacco By-Products & Chemical Corp.*, 243 F.2d 188, 113 U.S.P.Q. 339 (C.C.P.A. 1957). This is because it is the meaning of a mark which is usually what consumers remember the most. 4 McCarthy §23:26 (4th ed.). Thus, where an inherently distinctive term is added to a mark, it should not be disregarded as a “mere addition.”

A difference in meaning alone can outweigh any differences or similarities in the mark. McCarthy on Trademarks § 23:26 (2013). See *American Home Products Corp. v. Johnson Chemical Co.*, 589 F.2d 103, 200 U.S.P.Q. 417 (2d Cir. 1978); *Kenner Parker Toys, Inc. v. Rose Art Industries, Inc.*, 963 F.2d 350, 22 U.S.P.Q.2d 1453 (Fed. Cir. 1992), cert. denied, 506 U.S. 862, 121 L. Ed. 2d 126, 113 S. Ct. 181 (1992). “Such differences of connotation and meaning are key factors in determining the likelihood of confusion. Differing connotations themselves can be determinative, even where identical words with identical meanings are used.” *Revlon, Inc. v. Jerell, Inc.*, 713 F. Supp. 93 (S.D.N.Y. 1989), citing *Clarks of England, Inc. v. Glen Shoe Company*, 485 F.Supp. 375, 379 (S.D.N.Y.1980). Here, the Examiner claims that Applicant has merely added CABINETRY which is indicative of the applied-for goods. However, this term creates a very different impression and meaning than the Cited Marks. The addition of the word CABINETRY

signifies that Applicant is only in the business of cabinetry fixtures. This alone gives consumers the understanding that Applicant is not in the business of selling furniture. Fixtures such as cabinetry and furniture have very different meaning to consumers and give an expectation of certain products that are built into, affixed, to the home. Additionally, talalay is not a word commonly understood to convey furniture, but instead is a method of producing molded pieces of latex foam rubber. *See EXHIBIT A-D* (See section of relatedness of products below for further discussion and definition.) These meanings are very different. This also harkens back to the anti-dissection rule, creating a single phrase that should be considered as a whole rather than disregarded in order to compare only the common elements of the marks in question. Therefore, the marks are dissimilar and there is no likelihood of confusion.

2. Relatedness of Products

Applicant's products are unrelated to Registrants'. Relatedness means "related in the mind of the consuming public as to the origin of the goods. It is this sense of relatedness that matters in the likelihood of confusion analysis." *Recot Inc. v. M.C. Becton*, 214 F.3d 1322, 1329 (Fed. Cir. 2000). To determine whether the products are related, first, the relevant class of purchasers must be identified. "To arrive at a realistic evaluation of the likelihood of buyer confusion, the court must attempt to recreate the conditions under which prospective purchasers make their choices." 2 McCarthy § 23:58. Relevant purchasers includes both actual and potential customers. "A potential customer is one who might some day purchase this kind of product or service and pays attention to brands in that market." *Id.* at § 23:5. The conditions under which consumers make their buying decisions can include multiple other factors; and of all the factors in a likelihood of confusion analysis, relatedness is the most heavily influenced by other factors set out in *DuPont*. "The degree of 'relatedness' must be viewed in the context of all the factors, in determining whether the services are sufficiently related that a reasonable consumer would be confused as to source or sponsorship." *In re Shell Oil Co.*, 992 F.2d 1204, 1207 (Fed. Cir. 1993).

Relatedness cannot be decided by mere analogy to other cases divorced of context. Relatedness, like all other factors of likelihood of confusion, requires proof of facts. *Jack Wolfskin*, at 1371 ("Whether there is likelihood of confusion between a registered mark and a mark for which an application has been filed presents an issue of law based on underlying facts"). In the instant office action, no facts of any kind were provided for analyzing relatedness of the products in this case. This is legal error. Simply because the products are within the same Class, 020 "furniture

and articles not otherwise classified,” does not mean they are strictly classified as furniture or considered by consumers to be furniture. The word FURNITURE is defined as movable articles used in readying a home for occupancy. *See Exhibit A*. This is what consumers understand furniture to mean. Whereas consumers consider items such as bathroom vanities and cabinetries to be fixtures of the property. *See Exhibit B-C*. On the other hand, the word TALALAY is clearly indicative that the products sold are of talalay latex. Talalay latex is a method of producing molded pieces of latex foam rubber and is largely associated with mattresses within the furniture industry. *See EXHIBIT D and I-K* “That two goods are used together, however, does not, in itself, justify a finding of relatedness.” *Shen Mfg. Col. Inc. v. Ritz Hotel, Ltd.*, 313 F.3d 1238, 1244 (finding RITZ used on cooking classes and RITZ used on kitchen towels, dish cloths, aprons, barbecue mitts, and potholders unrelated). More is required. “[T]he test is not that goods and services must be related if used together, but merely that that finding is part of the underlying factual inquiry as to whether the goods and services at issue ... can be related in the mind of the consuming public as to the origin of the goods.” *Packard Press, Inc. v. Hewlett-Packard Co.*, 227 F.3d 1352, 1358 (Fed. Cir. 2000).

The list of cases cited in the refusal do not establish a rule that any situation involving two distinct sets of products are inherently related simply because they both have a relationship to “furniture and articles not otherwise classified.” Each such case had facts specific thereto, and in this case, no facts have been presented demonstrating relatedness. Here, while cabinetry and mattresses may fall into Class 020 of “furniture and articles not otherwise classified,” consumers would not know they are described as such, let alone related products. Furthermore, relatedness can never be presumed, it must be decided on the basis of facts presented. *Jack Wolfskin* at 1371. Therefore, the lack of presentation of any evidence on relatedness is sufficient basis alone for the refusal to be withdrawn.

3. Conditions Under Which Purchases Are Made

The conditions under which purchases are made is also a factor in determining a likelihood of confusion. *In re E. I. du Pont de Nemours & Co.*, 476 F.2d 1357, 1362-63, 177 USPQ 563 (C.C.P.A. 1973). “[T]he question of similarity between two marks and the relatedness of goods are factual determinations.” *In re Viterra Inc.*, 671 F. 3d 1358, 1361 (Fed. Cir. 2012). Facts such as disparity in selling location, even within the same store, can minimize or obviate the likelihood that consumers will be confused. *See e.g., McGregor-Doniger Inc. v. Drizzle Inc.*, 599 F. 2d 1126,

1135 (2d Cir. 1979); *Blue Bell, Inc. v. Jaymar-Ruby, Inc.*, 497 F. 2d 433, 435-36 (2d Cir. 1974); *In re British Bulldog, Ltd.*, 224 USPQ 854, 855-56 (TTAB 1984).

Similar to these cases, Applicant’s bathroom vanities and kitchen cabinets would not be sold in the same place as Registrants’ furniture. Bathroom vanities and kitchen cabinets are sold in distinct sections of home good stores, generally near the other fixtures and appliances such as sinks, refrigerators, washers and dryers, and stoves and ovens. The furniture— moveable articles— such as kitchen tables, chairs, sofas, desks, beds, and mattresses are located in other areas of home goods stores and often times have entire stores dedicated to them. In such a situation, a consumer would not even encounter the allegedly conflicting mark. *See, e.g.*, Exhibit 8. In *McGregor*, simply being sold in a different department in the same store was enough to weigh against confusion as consumers would encounter the allegedly conflicting marks separately. In this instance, the products aren’t even offered in the same location much less right next to each other.

4. Sophistication of Purchasers

The sophistication of purchasers and the care they would take in making a purchase is also a factor in determining whether confusion is likely. TMEP § 1207.01(d)(vii). *Polaroid Corporation v. Polarad Electronics Corp.*, 287 F. 2d 492, 495 (2d Cir. 1961). “[E]very product has its own separate threshold for confusion of origin.” *McGregor-Doniger Inc. v. Drizzle Inc.*, 599 F. 2d 1126, 1137 (2d Cir. 1979), *citing Taylor Wine Co. v. Bully Hill Vineyards, Inc.*, 569 F.2d 731, 733 (2d Cir. 1978). Additionally, consumers will be more careful when purchasing items of higher values. *McGregor-Doniger Inc.*, 599 F. 2d at 1137.

In *Blue Bell, Inc. v. Jaymar-Ruby, Inc.* clothing purchases were considered to not be casual purchases. 497 F. 2d 433, 435-36 (2d Cir. 1974). In that case, the price of the expensive items was \$20-\$35 (the equivalent of approximately \$111.28 to \$194.74 in today’s market). *Id.* at 436 n. 5. *CPI Inflation Calculator*, <http://www.in2013dollars.com/us/inflation/1974?amount=35> (last accessed June 10, 2021). The products in question here can be several hundred if not thousands of dollars in today’s money. *See Exhibits E-H*. As such, these are clearly not impulse or casual purchases, particularly given the other costs that could be associated such as installation of the fixtures.

In fact, the three marks VITA TALALAY, VITA, which are all owned by Vita (Group)/Vita International Limited have existed without confusion with Design Toscano’s VITA V. Despite Design Toscano doing business in furniture and being registered by the PTO in 2013

(prior to Vita (Group)/Vita International Limited marks), and absent a co-exist agreement both Registrants have co-existed without issue.

Given the cost of the products in question and the high sophistication of the purchasers at issue, there would be no confusion. Purchasers of fixtures and furniture would take care in making their purchases due to the large amounts of money involved in purchasing these sorts of products and the value of quality.

5. Conclusion

Though Applicant's Mark shares a similar element with the Cited Marks, Applicant's Mark is clearly distinct from the Cited Marks. Applicant's Mark has a different sight, sound, and meaning than the Cited Marks when properly taking into account Applicant's Mark as a whole, its dominant portion and commercial impression. The conditions under which purchases are made and the sophistication of the consumers in question would also result in no confusion.

In consideration of the foregoing, Applicant requests that the Examining Attorney withdraw the refusal to register the Mark.

Respectfully,

/Monica Martinez/

Monica Martinez

LegalZoom Legal Services, Ltd.

Attorney for Applicant

EXHIBITS


- Exhibits A: Definition of the “furniture,” last accessed October 17, 2021
- Exhibit B: *What’s Considered a Fixture When Selling a House? Navigate This Tricky Territory*, HomeLight.com, <https://www.homelight.com/blog/what-is-considered-a-fixture-when-selling-a-house/> (accessed October 17, 2021).
- Exhibit C: *What are Fixtures in Real Estate?*, Newportbeachrealestatecafe.com, <https://newportbeachrealestatecafe.com/2019/10/15/fixtures-in-real-estate/> (accessed October 17, 2021).
- Exhibits D: *Talalay Latex*, Wikipedia.org, https://en.wikipedia.org/wiki/Talalay_process (accessed October 20, 2021).
- Exhibit E: Bathroom vanity sale listing, Homary.com, <https://www.homary.com/item/900mm-floating-black-grey-bathroom-vanity-with-basin-stone-countertop-with-2-drawers-16895.html?currency=usd&language=en> (accessed October 17, 2021).
- Exhibit F: Kitchen cabinet sale listing, Cabinetselect.com, https://cabinetselect.com/shop/10x10-elegant-ocean-blue-kitchen/?dfw_tracker=96594-36579 (accessed October 17, 2021).
- Exhibit G: Mattress sale listing, Purple.com, https://purple.com/mattresses/purple-bed?size=King&kw=&cpn=14964733416&&utm_source=go&utm_medium=sh&utm_campaign=13758511104&utm_term=pt&utm_content=gco&gclid=CjwKCAjwk6-LBhBZEiwAOUUDp5KpY--wrN_M1uJlh22_WOh6dBikrThdF8tb_cyf2AskXulSfIQ-IxoCsKAQAvD_BwE&gclsrc=aw.ds (accessed October 17, 2021).
- Exhibit H: Kitchen table sale listing, Carpenterjames.com, https://carpenterjames.com/products/solid-hardwood-farm-table?variant=40631628726421¤cy=USD&utm_medium=product_sync&utm_source=google&utm_content=sag_organic&utm_campaign=sag_organic&gclid=CjwKCAjwk6-LBhBZEiwAOUUDpzfNa5The-MVPQYv8bcxuucPMoO_aodBolmzQOfcc1HpkPs0RjrZBoChNwQAvD_BwE (accessed October 17, 2021).

- Exhibit I: Talalay Mattress listing, Puretalalaybliss.com,
<https://puretalalaybliss.com/products/#mattresses> (accessed October 20, 2021).
- Exhibit J: Talalay Mattress listing, Flobeds.com, <https://www.flobeds.com/> (accessed
October 20, 2021).
- Exhibit K: Talalay Mattress listing, Talalayglobal.com, <https://www.talalayglobal.com/>
(accessed October 20, 2021).



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furniture noun

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Definition of *furniture*

: equipment that is necessary, useful, or desirable: such as

- a** *archaic* : the trappings of a horse
- b** : movable articles used in readying an area (such as a room or patio) for occupancy or use

 **Synonyms**

 **Example Sentences**

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What's Considered a Fixture When Selling a House? Navigate This Tricky Territory

by Kristine Hansen (<https://www.homelight.com/blog/author/kristine-hansen/>)

January 28, 2021

4 min read

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([https://twitter.com/intent/tweet?text=What's Considered a Fixture When Selling a House? Navigate This Tricky Territory&url=https://www.homelight.com/blog/what-is-considered-a-fixture-when-selling-a-house/](https://twitter.com/intent/tweet?text=What's%20Considered%20a%20Fixture%20When%20Selling%20a%20House?%20Navigate%20This%20Tricky%20Territory&url=https://www.homelight.com/blog/what-is-considered-a-fixture-when-selling-a-house/))

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p

When selling your home, fixtures are considered part of the property (<https://www.homelight.com/blog/what-to-leave-when-selling-a-house/>) and remain in the house for your buyer. In short, fixtures include decorative and functional elements attached to your home, such as brass kitchen faucets (<https://www.homelight.com/blog/are-brass-fixtures-in-style/>), doorknobs and handles, and floating shelves.

While this sounds straightforward in theory, time and time again, sellers and buyers bicker over the custom drapes on the living room's floor-to-ceiling windows and the retro-style refrigerator in the game room.

So, what exactly counts as a fixture? There's one easy way to tell, says top Brunswick, GA, real-estate agent Valerie Burnett (<https://www.homelight.com/agents/valerie-burnett-ga-364875>), who sells homes 45% quicker than the average local agent: "If you have to unscrew it to remove it, or take it off the wall, you should not be taking it."

With help from Burnett, we'll breakdown everything that's considered a fixture (chandeliers, appliances, and more!) along with those gray area items that are still up for debate.



(<https://3xlsey17pnzh3nf35w1wwnug-wpengine.netdna-ssl.com/wp-content/uploads/2021/02/what-is-considered-a-fixture-when-selling-a-house-1.png>)

Source: (Mario Klassen / Unsplash)

Fixtures by legal definition

Fixtures are items attached to the home, period. If you need to dig in the toolbox to remove an item or undergo a complicated process that leaves structural damage (such as holes or crumbling drywall), that item is definitely a fixture. According to Cornell Law School's Legal Information Institute, "if the removal would cause substantial harm to the property, then it qualifies as a fixture and cannot be removed (<https://www.law.cornell.edu/wex/fixture>)."

That said, there is no national standard for what defines a fixture; the definition of a fixture varies by state. To ensure you're on the right page, ask your real estate agent about the local definition of a fixture before listing your home.

Another way you can gauge if an item is a fixture is with the M-A-R-I-A method. Ask yourself the following five questions (<https://www.thebalance.com/what-is-a-fixture-1798556>) that California courts use to decide what constitutes a fixture:

- What is the **method of attachment**? A painting hung on a nail is not permanent, but if pipes and screws helped hang that cabinet, it's a fixture.
- If you remove an item from the home, what does this do to the **adaptability**? The buyer can't reside there without the toilet, so the toilet must remain.
- Consider the **relationship of the parties**. Who is in the driver's seat and will determine whether or not the transaction happens? If it's the buyer, as it often is, then they're likely to negotiate to keep the fixture in question to close the deal.
- How about the **intention of the party**? When you installed this, was it meant to be permanent or temporary? Permanent means it's a fixture.

- **Agreement between the parties** gets down to the nitty-gritty. Any item folded into the sale ought to be included in a purchase agreement.

If you still doubt whether or not an item you want to keep is a fixture, play it safe and remove the item before you take the listing photos. You may need to substitute in an affordable alternative, but this expense is well worth it if it saves you from a quarrel with the buyer that delays closing down the line.

Fixtures included with the home

As Burnett says, anything bolted to the floor, wall, or ceiling — including any weekend projects you took on to further maximize your storage, such as shelving or cabinetry — is now the buyer's. Basic-needs fixtures related to indoor plumbing, such as sinks, tubs, and showers also stay with the home. However, a refrigerator, a washer-dryer set, or any other plug-in or hook-up appliance, you can take with you.

Alarm systems

Smart home devices like security cameras, doorbells, and heating systems are considered fixtures that add to your property value (<https://www.homelight.com/blog/does-adding-a-security-system-increase-home-value/>). According to a Coldwell Banker survey, 44% of Americans (<https://blog.coldwellbanker.com/44-percent-of-americans-say-smarthome-is-a-must/>) would move into a smart-ready home in a heartbeat.

Appliances

Tying into the adaptability clause that's part of California's M-A-R-I-A laws about property, access to a refrigerator and stove are crucial to reside in the home. Generally speaking, washers and dryers often walk out with the seller (<https://www.homelight.com/blog/appliances-when-selling-a-house/>). However, there are different regional customs with who takes certain appliances, so check in with your agent for clarity.

Custom window treatments

If drapes can be unclipped or untied from a suspension rod, they're not fixtures. But the rod that's affixed to the wall is a fixture. Also, blinds, shutters, or curtains custom made for your windows stay.

Hardware

Cabinetry hardware in the kitchen and bathrooms are considered fixtures. If you've fallen in love with the antique-like door knobs for your historic home or artist-made drawer pulls for the kitchen cabinetry, remove those and tuck them into a packing box before you list the home. Be sure to replace the hardware before you take the listing photos, of course.

Landscaping

Thinking about digging up your rose bed or tomato starters after the contract is signed? The garden you cultivated (<https://www.finegardening.com/article/when-you-buy-a-house-you-buy-a->

garden-part-1)— and the buyer saw in listing photos — is part of the sale. By the way, sprinkling systems are also considered a fixture.

Sinks

Don't be fooled: A pedestal sink in the powder room may seem "less attached" to the wall than the vanity in the primary suite, but it is still attached, so it must stay with the home.

Smoke detectors and carbon monoxide detectors

Smoke detectors and carbon monoxide detectors stay with the home. Some states, like Massachusetts, even require installed smoke detectors prior to closing (<https://www.maxrealestateexposure.com/smoke-carbon-monoxide-detectors-when-selling-a-home/>). If your home doesn't currently meet smoke detector requirements, you can purchase one for around \$20 (<https://www.safewise.com/resources/smoke-alarm-buyers-guide/>).

Wall-mounts

Flat-screen televisions are often mounted on the wall. While you can definitely take the TV with you, the wall-mount — because it's attached to the wall (<https://www.cincinkyrealestate.com/blog/what-are-fixtures-in-real-estate/>) — stays. This rule also applies to speakers.



(<https://3xlsey17pnzh3nf35w1wwnug-wpengine.netdna-ssl.com/wp-content/uploads/2021/02/what-is-considered-a-fixture-when-selling-a-house-shed.png>)

Source: (Jinen Shah / Unplash)

'Gray area' fixtures

As with any negotiation, gray areas demand clarification. The best thing you can do is specify what's included in the home sale in the property listing. Burnett helped us break the complexities of a few common gray areas, so your deal doesn't fall through.

Sheds

Storage sheds in the backyard intended for clunky tools, such as lawnmowers or pots, fall into the fixture gray zone. While you may not have intended the buyer to covet the shed, they may believe that the shed comes with the house. Though legally, as long as the shed is not bolted to the grass or otherwise attached to a permanent structure like a deck or patio, “the seller can take it,” says Burnett.

Pot racks

Given how easy it is to add a hanging pot rack to the kitchen (<https://www.familyhandyman.com/list/12-creative-solutions-for-storing-pots-and-pans/>), not to mention how affordable they are (most cost under \$160 (<https://www.wayfair.com/kitchen-tabletop/sb1/hanging-pot-racks-c415184-a455~800.html>)), you might not think this is a fixture. But since you most likely fastened it to the wall or ceiling with hooks, this is, by definition, a fixture.

Kitchen islands

Is your kitchen island a small cart on wheels that holds the microwave and other odds and ends? Or is it a built-in marble-topped island rivaling the size of your power room? Regardless of size, if you can wheel the island, it's yours. But if it's attached to the floor like cabinetry, the buyer now owns it.



(<https://3xlsey17pnzh3nf35w1wwnug-wpengine.netdna-ssl.com/wp-content/uploads/2021/02/what-is-considered-a-fixture-when-selling-a-house-chandelier.png>)

Source: (Trần Toàn / Unsplash)

When in doubt, swap it out

“If there’s something you want to keep, take it down before you show the house,” says Burnett. “Remove it before you take the pictures. You shouldn’t be removing things after you’re under contract.”

Otherwise, a buyer may push to keep the item or negotiate to purchase it if they can’t imagine the space without it. You might be so happy to accept a good offer and part with the Crate & Barrel sconces, but you’re probably not willing

to budge on great-grandmother’s crystal chandelier she brought over from Hungary. Save your sale and swap it out before you list.

Once you take down the fixtures you intend to keep, replace them with affordable versions from retailers like Wayfair, Home Depot, and IKEA. You don’t want a potential buyer to notice there’s no overhead lighting in the dining room or window coverings in the bathroom.

Header Image Source: (Loren Gu / Unsplash)



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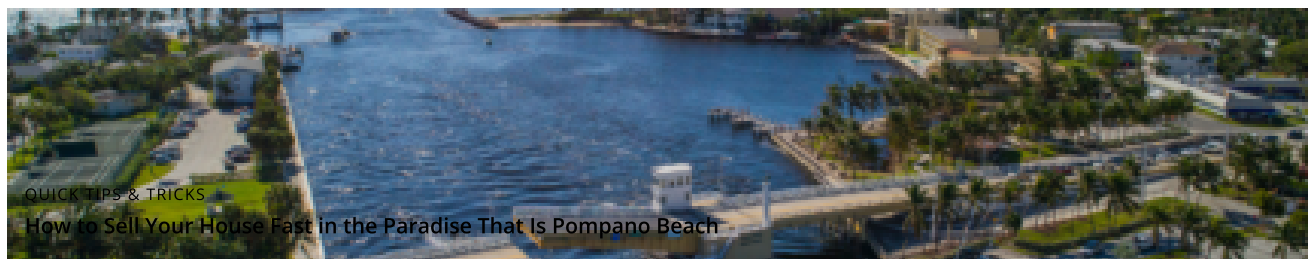
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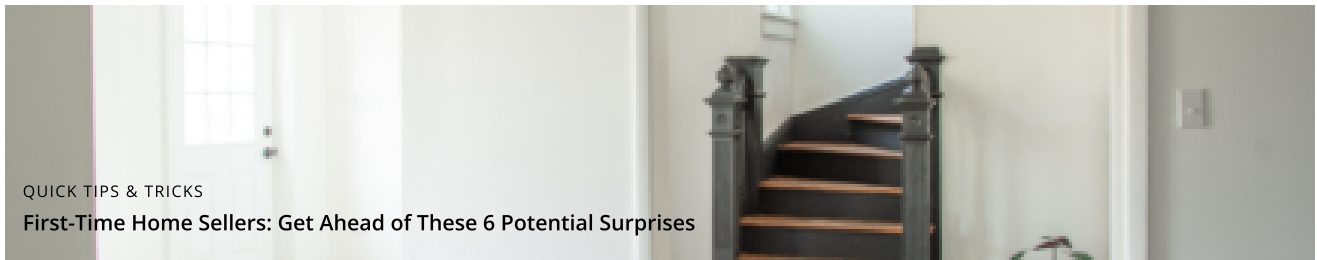
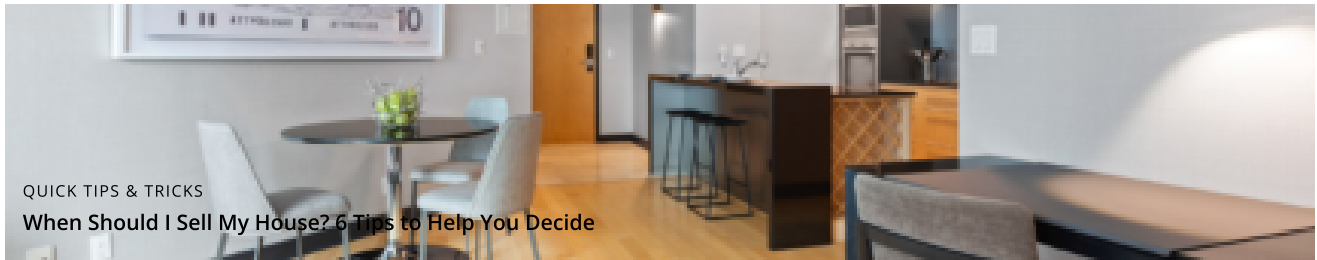
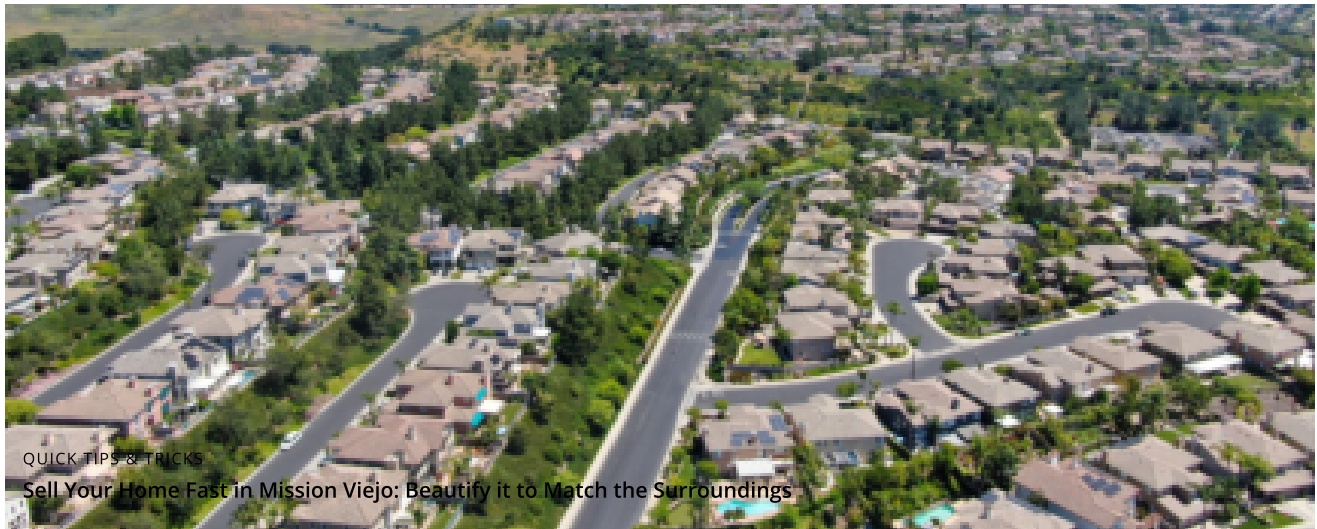
Kristine Hansen resides in a 1920s Milwaukee bungalow and contributes stories about the real-estate market to outlets that include Realtor.com and HomeLight.com and also covers art, design and architecture for ArchitecturalDigest.com, Invaluable.com and Milwaukee Magazine.



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What are Fixtures in Real Estate?

Fixtures in Real Estate

You may wonder what are fixtures in real estate. In real estate, fixtures are a permanent part of a house or condominium. A fixture is defined as any physical property which is permanently attached to real property. Fixtures are considered real property and will convey with the transfer of the property. Fixtures become real property when they have a permanent attachment to the property.

What does this mean to a seller? It means that items that are considered fixtures will convey or transfer with the sale of the home. Fixtures will not be removed by the seller before the house is transferred to the buyer. Fixtures are considered part of the real property due to the method of attachment.

If a seller removes a specific item that a potential buyer expected to get with the property, it can lead to legal implications.

What is Chattel Property?



If a home buyer is interested in a particular item in the home such as the owner's **Porsche GT3** and wants to include that in the purchase, the buyer would be purchasing it as personal property. It is **HIGHLY** unlikely that the seller would sell the home and include their personal vehicle as well.

It is common for any potential buyers to ask for furnishings to be included in a purchase offer. Most lenders are going to want some kind of addendum that states "*furnishings are being transferred at no value*" because the furnishings are not adding value to real property.

Should a buyer want to negotiate to purchase the furnishings, then that should be done outside of the purchase agreement.

What are Permanent Fixtures in Real Estate

Permanent fixtures in real estate include items or objects in the home that are permanently attached to the **property**. Items that are bolted, nailed, screwed, cemented to the walls, floor or ceilings are considered permanent fixtures. An example of a permanent fixture is a water heater. It is not only attached physically but it is attached to the plumbing of the home.

Why Do You Need to Know What a Fixture Is?

For a seller, it is important to leave items that should convey with the sale of the home. Sellers need to be aware of what items they want to retain when they are selling. If there are existing fixtures within the home the seller wants to keep, that needs to be specific in the listing agreement and disclosed in the MLS. The last thing a seller wants to do is **sabotage their home sale** by removing items that are considered fixtures. As a general rule, both buyers and sellers need to understand what a fixture is. If a buyer is not sure of what a fixture is, and they want to include it in the sales agreement, then the real estate agent needs to spell that out clearly (i.e. flatscreen televisions in the living room to be included).

For buyers, they should understand what a fixture is as well. Understand that the chandelier in the dining room should stay as well as the flooring. Other items that would be considered fixtured are

How to Determine What is a Fixture?

There are five tests that are referenced as a mnemonic which is also known as M.A.R.I.A. that is utilized in the State of California.

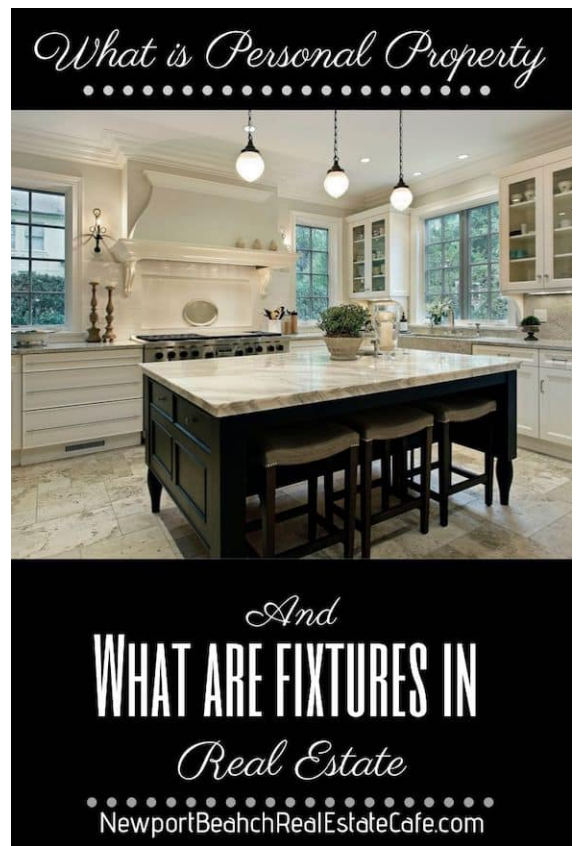
- **(M)** Method of Attachment – If the item permanently affixed to the ceiling, wall, or floors with screws, nails, cement, or glue, it is considered a fixture. Even if it is easy to remove it, the item still may be considered a fixture. A light fixture that is installed such as canned lighting is considered a fixture. The method of attachment is one of the factors that determine whether something is a fixture or not. An item that has a permanent attachment to the property, would be considered a fixture.
- **(A)** Adaptability – An item that is an integral part of the home would also be considered a fixture. An example of items that are considered integral would be flooring. Even though it could be removed, it would be considered a fixture and stay with the property.
- **(R)** Relationship of the Parties – If the dispute is between a seller and a buyer, the buyer will most likely prevail.
- **(I)** Intention of the Party – The intention of the party when the item was attached, if the intent was to consider it as a permanent item, then it would be considered a fixture.
- **(A)** Agreement Between the Parties – The purchase contract state that ALL fixtures in real estate and fittings attached to the property shall be included in the property.

Discuss Fixtures in Real Estate with Your Agent

If you are going to be selling your home, then take a tour with your Realtor to show them the items that you want to exclude from the seller. If a home seller has a favorite new Miele dishwasher and your desire is that you want to keep it, then take it out and replace it with a less expensive model.

Clarify what you consider personal property and what you think are fixtures, so that the Realtor can include all this information in the listing. Sellers are not obligated to sell a fixture that you want to retain. It can be excluded in the listing agreement and noted in the MLS for buyers to understand what is NOT staying with the house.

Changing out appliances after a purchase contract has been agreed upon is a mistake. However, sellers do it! Perhaps you purchased a home with a beautiful garden with stunning tulips that bloom every year. The landscaping and flower beds are considered fixtures.



What are Examples of Fixtures?

House fixtures are anything that is attached to the home as discussed previously. Examples of fixtures in real estate would include the following:

- Towel racks
- Window coverings
- Curtain rods
- Built-in kitchen cabinets
- Built-in garage cabinets
- Landscaping – anything that is planted in the ground would be considered a fixture.
- Appliances – in California, there are boxes to check if the buyer wants to include the refrigerator(s) and washer/dryer set.
- Ceiling fans
- Ceiling lights such as canned lights or any pendant lights
- Exterior lighting fixtures
- Attached lighting fixtures

Wall Mounted Flat Screen Televisions

A flat-screen television is considered a seller's personal property or chattel. Flat-screen TVs are mounted to the wall with a bracket. If a seller removes the flat screen that leaves the bracket, the buyer may not want it.

Specify in the purchase sales agreement if you either want the flatscreen television or you want to exclude it. Additionally, be specific if you want the bracket left with the home, or have it removed and with holes filled and wall painted. All parties have to agree to the terms of the purchase agreement.

What are fixtures in real estate

CLICK TO TWEET 

Include Items in the Purchase Agreement

It is best to avoid the possibility of confusion by simply adding the items that you desire and think they are included in the purchase agreement. Discuss this with your Realtor. If you LOVE the dining room Restoration Hardware chandelier, make sure your Realtor includes that request in the purchase agreement.

Realtors are now including the model and the serial number of appliances on the purchase contract to ensure it is the same item that they made the purchase on.

Keep in mind, everyone has cell phones with a camera. So, if a seller thinks they can remove an item and a buyer won't know, it is unlikely. A buyer probably has video and photographs of the home they took themselves!

Trade Fixtures

A trade fixture is an article personal property that is attached or affixed to leased property in commercial real estate. At the termination of a lease, trade fixtures are generally removed by the tenant. If the commercial tenant does not remove the trade fixtures within a reasonable period of time, then the trade fixtures become the property of the landlord.



- Jewelry display case
- Barstools
- Decorative or neon lighting fixtures
- Refrigerators or stoves.

Make Sure You Do a Walk-Through

A few days before escrow closes, it is important to do a final walkthrough or verification of property condition with your real estate agent. This is an important step to ensure the condition and contents of the property. Look at all the appliances and ensure they are the same ones when you made an offer on the property.

Final Thoughts

Be sure to have a basic understanding of what are fixtures in real estate and real estate law. Fixtures are considered part of the property. Whether you are buying or selling, it is important to understand what will convey in a real estate transaction. Be sure to discuss this topic with your Realtor. If you have any questions about this topic or other topics, be sure to reach out to us!



Find Other Valuable Resources for “*What are Fixtures in Real Estate?*” from Real Estate Professionals. Please share across Social Media if you found this article helpful.

Bill Gasset has written an excellent resource about The Difference Between Fixtures and Personal Property. He discusses what goes and what stays in a home sale. Bill explains the difference between real property and personal property.

Are you curious about what are Fixtures and What is Personal Property when Selling? Paul Sian has together a very informative article. He discusses the difference between personal property and what items are fixtures.

About the Author

Top Newport Beach CA Realtor Sharon Paxson has written the article **“What are Fixtures in Real Estate?”** We welcome the opportunity to work with you and guide you through your real estate transaction and share our experience with you.

We provide real estate services to our clientele within the coastal Orange County CA area including Corona del Mar, Newport Beach, Newport Coast, and Tustin, We welcome the opportunity to work with you. I would love to share my marketing knowledge and expertise to help you. Contact me today!

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I write about my passion of living the SoCal lifestyle in beautiful Newport Beach. I like to write about the local events, beaches, restaurants, and real estate updates in the area. Call or text me - 949.280.0681 Compass DRE 01501912

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GABE SANDERS

NOVEMBER 2, 2019 AT 9:47 AM

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make sure that it is excluded in both the listing and more importantly in the purchase and sale agreement.

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Sharon Paxson is a full-time REALTOR® with Compass and has been specializing in residential real estate throughout the Newport

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Talalay process

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The **Talalay process** is a method of producing molded pieces of latex foam rubber. A liquid latex rubber base is introduced to a closed mold and is then vacuumed of air. The mold is then frozen to stabilize the cell structure. **Carbon Dioxide gas** is introduced and the mold is heated to cure the rubber. Leon, Joseph and Anselm Talalay^[1] developed the "Talalay" process at various commercial entities. B.F. Goodrich in Shelton, Connecticut, Dunlopillo in Pannal, Harrogate, UK,^[2] and Vita Talalay in Maastricht, Netherlands, made this process commercially practical in the late 1940s. The first Talalay production plants were built in England, Canada and the United States.

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Product [\[edit \]](#)

The Talalay process is an elaborate process that yields very controlled densities and product "feel". The formulation uses many of the same base components as the Dunlop formulation, but without gellation reagents. The result is marketed as a healthier alternative to petroleum-based foams since petroleum-based foams give off volatile organic compounds as they age. In the marketing of products such as beds that include "natural" latex foams created with the Talalay process, these products are sometimes characterised as 'organic' or as completely natural however there are different methods of producing Talalay that alter how natural the formula finishes. One compound called styrene-butadiene rubber is a form of synthetic latex used by Talalay Global and is mixed with the latex from the Hevea tree to form the final Talalay product. Vita Talalay in the Netherlands still produces a Talalay product that does not contain styrene-butadiene and uses the latex from the Hevea tree as the entire base.

Process [\[edit \]](#)

The process utilizes a closed mold with pre-vacuum, followed by freezing to maintain uniform bubble geometry. Carbon dioxide (CO₂) is flooded through the frozen, open foam matrix to form carbonic acid (CO₂+H₂O→ H₂CO₃). Much like the addition of sodium fluorosilicate (Na₂SiF₆) in the Dunlop process, the carbonic acid lowers the pH, thereby causing gelation. In the next process step, vulcanization locks the foam into a uniform bubble distribution.^[3]

Molding [\[edit \]](#)

After the foamer aeration step, the compound is distributed into an opened mold in a precise volume and pattern. The Talalay type mold is designed to be closed and sealed with pressure provided by press hydraulics. After closing the mold, a vacuum is applied to the interior, thereby causing the air matrix bubbles to "inflate" and fill out the mold form.

Freezing [\[edit \]](#)

While being supported by the vacuum, the mold and foam mass temperature is reduced to −20 °F (−28 °C) and frozen in place. Because the resultant foam matrix is open, carbon dioxide can be pushed through the structure, thereby forming carbonic acid that moves the pH from above 10 to 7. The reduction in alkalinity triggers the foam to gel in place and hold its shape.

Vulcanization [\[edit \]](#)

The mold temperature can then be incrementally raised to the vulcanization temperature of 230 °F (115 °C) for a measured

amount of time. At this point, the foam form can be de-molded and sent to a washing step. Typical molding cycles are 60 minutes. After washing, the foam form is introduced into the vulcanizer stage to complete the [cross-linking](#) process. The final step is the drying process where residual moisture is driven off.

References [\[edit \]](#)

1. ^ "Mattress Terms" [↗](#). Mattress1st.com. Retrieved 11 February 2012.
2. ^ "Dunlopillo :: Company / Company History" [↗](#). Dunlopillo.gr. Retrieved 12 February 2012.
3. ^ "What is a Dunlop Latex Mattress?" [↗](#). EcoTerraBeds.com. Retrieved 17 September 2021.

Categories: [Industrial processes](#) | [Rubber](#)

This page was last edited on 17 September 2021, at 16:38 (UTC).

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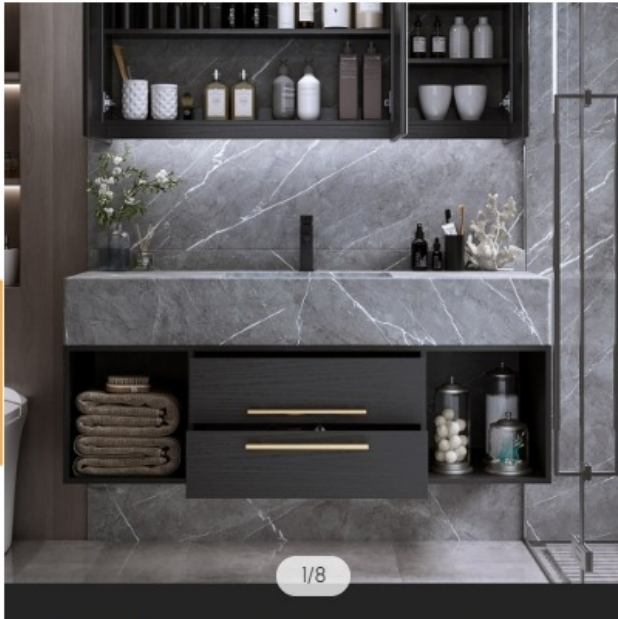


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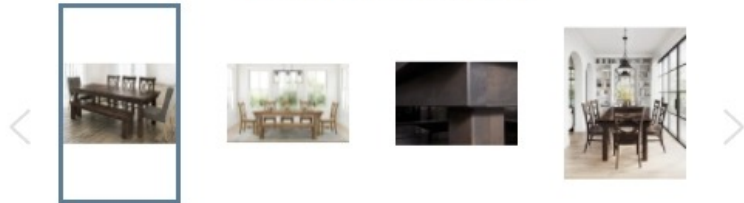
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QUANTITY

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8' L x 37" W Farmhouse Table - Hardwood, Boarded Look with End-Caps top style in Tobacco Finish with Knots on Table Top Filled. Also pictured our Double X Back Dining Chairs in Tobacco Finish, a Farmhouse Bench with Knots on Bench Top Filled in Tobacco Finish and the Lauren Tufted Linen Chair in Oxford Grey





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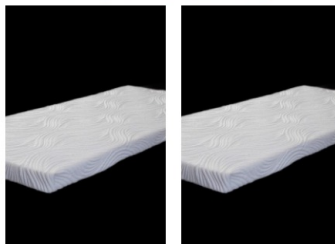


Talay Active

Talay Down

Talay Copper

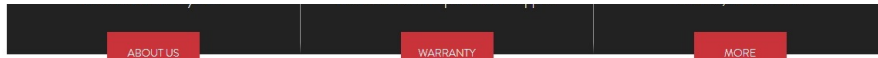
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REVIEWS



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Got any questions? We're happy to help.



The FloBeds Talalay Mattress Difference

What is it about our Talalay latex mattresses that sets them apart from the rest? At FloBeds, we believe in doing things the right way — that means using premium materials and cutting no corners. Each Talalay mattress we offer is made with premium materials and unparalleled quality.

Adjustable Firmness

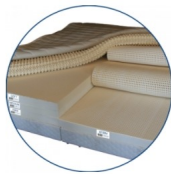
With a customizable latex mattress from FloBeds, you can adjust the firmness to get the perfect level of comfort. And if you find it's too hard or soft, we give you 20 years to change the firmness just to your liking.

Certified Pure Ingredients

We believe what you're sleeping on is just as important as how well you sleep. Each Talalay latex mattress we offer is made with organic materials. You can rest assured knowing you're sleeping in a healthy environment.

100% Natural Talalay Latex

It's a no-brainer: To create the best latex beds, you need to use the best latex. That's why we use 100% natural Talalay latex. [Compared to Dunlop latex](#), a Talalay mattress is superior in consistency and longevity. Our latex beds are also free of springs and polyurethane foam



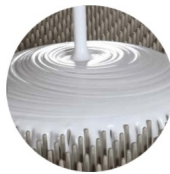
100% Customizable Latex Mattress

- Perfect firmness for each sleeper.
- Easy firmness-adjustable mattress.
- Order new firmness for 20 years.



100% Certified Pure Ingredients

- Sleep in a healthy environment.
- Made with organic materials.
- Choose a natural customizable latex mattress.

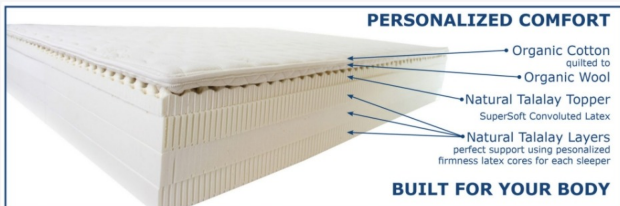


100% Natural Talalay Latex

- No polyurethane foam.
- No Dunlop latex.
- Completely spring-free.

How Do We Customize Our Talalay Latex Mattresses?

We manufacture each Talalay mattress with multiple layers of natural latex cores to create personalized firmness all over. Our natural Talalay latex layers can be specifically adjusted to provide you with ultimate comfort. Ranging from "Soft" to "SuperFirm," our five different firmness levels provide the perfect options for customizable support.



Unique Design For Custom Comfort

- Multiple layers of natural latex cores create personalized firmness for each side of the customizable latex mattress.
- Five different firmness levels (ranging from Soft to SuperFirm) provide the perfect firmness-adjustable mattress.
- We use only natural Talalay latex, so you can move a firmer layer closer to your body and still get the comfort and support only our Talalay Latex Mattresses can provide.

The FloBeds vZone

Contoured Support With Adjustable Pressure-Relief

Zones

(shown without comfort layer to more clearly show the alignment of the vZone layer)

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Need to address specific pressure points? Need extra lumbar support? No problem. Each zone on our 100% natural Talalay latex mattress fits into a zippered pocket and can be moved to get the right firmness for your lumbar, shoulders and hips. Our Talalay foam mattress provides customized comfort from head-to-toe. It's no wonder this is our most popular mattress.

[Shop The vZone](#)

The FloBeds Promise

When you buy a Talalay mattress from FloBeds, you get so much more than a place to rest your head. Your purchase also includes:



100-Day Money-Back Guarantee

At FloBeds, we guarantee you'll love our Talalay Latex Mattresses! If we can't get your customizable latex mattress "just right" within 100 days, we will refund your purchase price. No restocking fee, no questions asked.



Goldilocks Guarantee

Life happens and change is inevitable. FloBeds is here to make sure your mattress changes with you. We'll change your firmness anytime during the 20-year life of your new Talalay latex bed. Goldilocks was right... this bed is "just right!"



Learn More About Our Talalay Latex Mattresses

Want to know more about what makes our organic Talalay latex mattress selection so special? Check out some of the resources below:

Learn How the vZone Deluxe Mattress Works for You



See how your FloBed customizable latex mattress can be tuned for your body on one side and your partner's body on the other. It can even be half vZone and half Deluxe, and only your body will know. As always, the goal is "just right."

From Pillows and Quilts to Face Masks

On April 8th, Anne and Rosa sewed 100 face masks for the community. Former Mayor Dave delivered them to City Hall and the local farmers' market. "We're all in this together, and if FloBeds can help fight the Coronavirus by giving away face masks... we are just paying it forward," says FloBeds President Dave Turner.

Newsweek Was Right!

Get a Perfect Night's Sleep with a Talalay Latex Mattress at FloBeds

At FloBeds, our customers always come first. From pillows and sheets to mattress protectors and latex beds, we've got everything you need for a perfect night's sleep. Shop our Talalay latex mattresses and bedding today!

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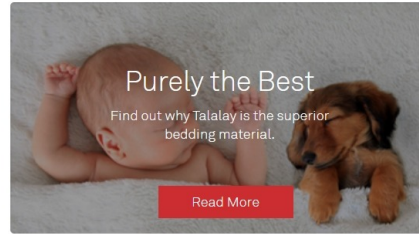
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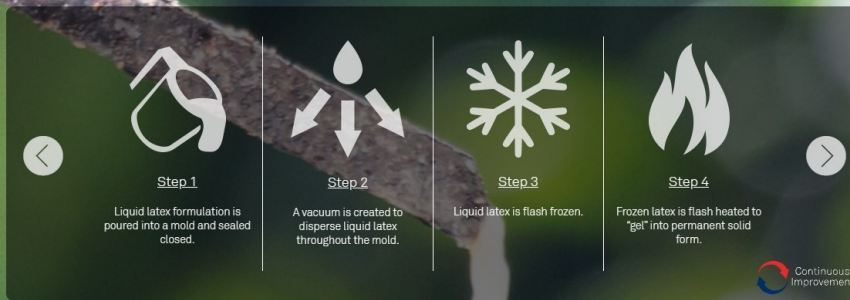
All of our Talalay products are made with natural Talalay latex rubber.



TALALAY HEALTHY

All of our Talalay latex products are certified Oeko-Tex class 1; safe for babies.

Our Talalay Process

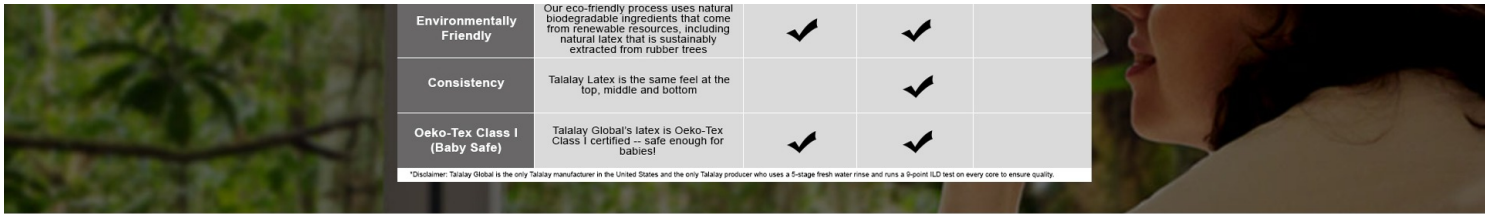


The Talalay Process is Superior to Dunlop

[Learn Why](#)

Where We Stand Against Competitors

	Talalay Latex	Dunlop	Imported European Talalay	Visco (Memory Foam)
Breathability	More breathable than Dunlop or other foams		✓	
Durability	The Talalay Latex Process creates a round cell structure. Because it is vulcanized, it is the most resilient material available in a mattress	✓		✓

	Environmentally Friendly	Our eco-friendly process uses natural biodegradable ingredients that come from renewable resources, including natural latex that is sustainably extracted from rubber trees	✓	✓	
	Consistency	Talalay Latex is the same feel at the top, middle and bottom		✓	
	Oeko-Tex Class I (Baby Safe)	Talalay Global's latex is Oeko-Tex Class I certified -- safe enough for babies!	✓	✓	

*Disclaimer: Talalay Global is the only Talalay manufacturer in the United States and the only Talalay producer who uses a 5-stage fresh water rinse and runs a 6-point ILD test on every core to ensure quality.



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