

PATENT ASSIGNMENT

Electronic Version v08

Stylesheet Version v02

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT OF ASSIGNOR'S INTEREST

CONVEYING PARTY DATA

Name	Execution Date
Michael S. DeFranks	2005-07-21
Kurtis A. Ling	2005-08-04
Joyce A. Handley	2005-08-04
James R. Peavyhouse	2005-07-25
Ruben M. Ortiz	2005-07-22

RECEIVING PARTY DATA

Name	Street Address	Internal Address	City	State/Country	Postal Code
Dreamwell, Ltd.	2325-B Renaissance Drive		Las Vegas	NV	89119

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number	11184506

CORRESPONDENCE DATA

FAX NUMBER: (617) 951-7050

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO.

CUSTOMER NUMBER: 28120

NAME OF PERSON SIGNING:

Edward J. Kelly

DATE SIGNED:

2005-09-20

Total Attachments: 4

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PATENT
REEL: 016560 FRAME: 0719

ASSIGNMENT

WHEREAS, We, Michael S. DeFranks, Kurtis A. Ling, Joyce A. Handley, James R. Peavyhouse and Ruben M. Ortiz, have invented a certain improvement in MATTRESS WITH REMOVABLE TOP described in an application for Letters Patent of the United States, the specification of which:

☐ is being executed on even date herewith; and is about to be filed in the United States Patent Office;

☒ was filed on July 18, 2005 as Application No. 11/184506

☐ was patented under U.S. Patent No _____ on _____.

WHEREAS, DREAMWELL, LTD., (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Nevada, having principal offices at 2325-B Renaissance Drive, Nevada 89119, desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, We have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon, and any reissue, continuation, divisional and foreign counterparts thereof; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment not been made; We hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, all choses in action pertaining to the applications or Letters Patent including the right to sue for and collect damages and other recoveries for past infringement thereof, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the prosecution, exploitation, or defense of rights and registrations pertaining to the applications or Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys

and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, We hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, We do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, We have hereunto set our hands and affixed our seal(s) the date set forth below.

Inventor's Signature: Michael S. DeFranks
Michael S. DeFranks

State of Georgia)
County of Gwinnett)

Then personally appeared before me the above-named Michael S. DeFranks and acknowledged that he executed the foregoing instrument as his free act and deed this 21st day of July, 2005.

(SEAL)

Caroline Crabtree
Notary Public

Caroline Crabtree
Notary Public, Gwinnett County, Georgia
My commission expires My Commission Expires June 29, 2008

Inventor's Signature: _____

Kurtis A. Ling

State of Georgia)
County of Gwinnett)

Then personally appeared before me the above-named Kurtis A. Ling and acknowledged that he executed the foregoing instrument as his free act and deed this 4th day of August, 2005.

(SEAL)

Caroline Crabtree
Notary Public

Caroline Crabtree
Notary Public, Gwinnett County, Georgia
My Commission Expires June 29, 2008

My commission expires _____

Inventor's Signature: _____

Joyce A. Handley

State of Georgia)
County of Gwinnett)

Then personally appeared before me the above-named Joyce A. Handley and acknowledged that he executed the foregoing instrument as his free act and deed this 4th day of August, 2005.

(SEAL)

Caroline Crabtree
Notary Public

Caroline Crabtree
Notary Public, Gwinnett County, Georgia
My Commission Expires June 29, 2008

My commission expires _____

Inventor's Signature: _____

James R. Peavyhouse

State of Georgia)
 County of Gwinnett)

Then personally appeared before me the above-named James R. Peavyhouse and acknowledged that he executed the foregoing instrument as his free act and deed this 25th day of July, 2005.

(SEAL)



Notary Public

Caroline Crabtree

Notary Public, Gwinnett County, Georgia

My commission expires _____
 My Commission Expires June 29, 2008

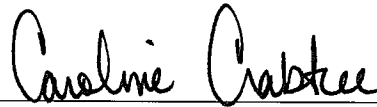
Inventor's Signature: _____

Ruben M. Ortiz

State of Georgia)
 County of Gwinnett)

Then personally appeared before me the above-named Ruben M. Ortiz and acknowledged that he executed the foregoing instrument as his free act and deed this 22nd day of July, 2005.

(SEAL)



Notary Public

Caroline Crabtree

Notary Public, Gwinnett County, Georgia

My commission expires _____
 My Commission Expires June 29, 2008