

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ventex, Inc.	06/17/2008
RECEIVING PARTY DATA	
Name:	Kickball Concepts, LLC
Street Address:	P.O. Box 1038
City:	Great Falls
State/Country:	VIRGINIA
Postal Code:	22026
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7365033
CORRESPONDENCE DATA	
Fax Number:	(518)452-5579
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	518-452-5600
Email:	nep@hrfmlaw.com
Correspondent Name:	David A. Pascarella, Esq.
Address Line 1:	5 Columbia Circle
Address Line 2:	Heslin Rothenberg Farley & Mesiti P.C.
Address Line 4:	Albany, NEW YORK 12203
ATTORNEY DOCKET NUMBER:	3252.001A
NAME OF SUBMITTER:	David A. Pascarella
Total Attachments: 11 source=3252001A_TransferandAssignmentAgreement#page1.tif source=3252001A_TransferandAssignmentAgreement#page2.tif source=3252001A_TransferandAssignmentAgreement#page3.tif source=3252001A_TransferandAssignmentAgreement#page4.tif	

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TRANSFER AND ASSIGNMENT AGREEMENT

THIS TRANSFER AND ASSIGNMENT AGREEMENT (this "Agreement") is entered into this 17th day of June, 2008, by and among Ventex, Inc., a Delaware corporation ("Assignor"), and Kickball Concepts, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor has certain patent applications and a patent, trade secrets, know-how, confidential information, methods, and technical information relating to furnishings, such as mattresses, mattress foundations, sets thereof, upholstered furnishings, filled furnishing articles and marketing methods for such furnishings;

WHEREAS, Assignor desires to transfer and assign to Assignee said patent applications and patent, trade secrets, know-how, confidential information, methods, and technical information together with certain tangible assets, as more particularly set forth in Section 1 below, so that Assignee can commercialize or further license such assets and intellectual property in connection with the residential, hotel and motel industry and institutional markets;

WHEREAS, Assignee has agreed to accept from Assignor such assets and intellectual property on the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire formally to acknowledge such transfer and assignment.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Transfer of Assets. Subject to the terms and conditions set forth in this Agreement, as of the date of this Agreement (the "Effective Date"), Assignor agrees to convey, assign, transfer, deliver, abandon and set over to Assignee and Assignee agree to accept and take from Assignor and acknowledge delivery and possession of certain tangible and intangible assets, which information is considered confidential, valuable and proprietary by Assignor, and which includes, but is not limited to, technical and non-technical data, product plans, business methods, trade secrets, intellectual property and other proprietary information as set forth on Exhibit A hereto (the "Assets").

2. Consideration. Subject to the terms and conditions set forth in this Agreement and in full consideration of the transfer and assignment of the Assets by Assignor to Assignee, Assignee shall pay Assignor the sum of [REDACTED] within thirty (30) days of execution of this Agreement.

3. Manner of Effecting Transfer. The conveyance, transfer, assignment and delivery of the Assets by Assignor to Assignee shall be effected by such deeds, bills of sale, endorsements, assignments, transfers and other instruments of transfer and conveyance in such

form, as shall be reasonably requested by Assignee or Assignee's attorney. The bill of sale shall be in the form attached hereto as Exhibit B. In connection with the transfer of the Assets, Assignor shall provide to Assignee any and all written or recorded information concerning any such property, including, but not limited to, documents evidencing Assignor's right and title to the trademarks and trade names, Assignor's formula for and know how concerning the business of Assignor, as well as all of Assignor's business documents and correspondence.

4. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee as follows:

4.1 Assignor has the corporate power to execute and deliver this Agreement and the transactions contemplated thereby and has taken (or will take) all required action to authorize such execution and delivery and the consummation of the transactions contemplated.

4.2 Assignor has acquired all appropriate licenses, orders, agreements, approvals, consents, amendments or other actions as are necessary to effect the transfer of Assets described hereunder.

4.3 The Assets are free and clear of all claims, security interests, liens, deeds of trust and encumbrances.

5. Representations and Warranties of Assignee. Assignee represents and warrants to Assignor that Assignee has the requisite power to execute and deliver this Agreement and the transactions contemplated thereby and has taken (or will take) all required action to authorize such execution and delivery and the consummation of the transactions contemplated.

6. Disclaimer: Limitation of Liability. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4 ABOVE, ASSIGNOR DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE ASSETS, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN AND THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL ASSIGNOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR ANY SIMILAR DAMAGES IN CONNECTION WITH ANY CLAIM THAT ARISES OUT OF OR RELATES TO THIS AGREEMENT, THE ASSETS OR THE PARTIES CONDUCT HEREUNDER WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS BUT NOT LIMITED TO, FOR LOSS OF ANTICIPATED USE, PROFITS, OR OPERATING DOWNTIME.

7. Indemnity. Assignee shall indemnify, reimburse and hold harmless Assignor and any successor or assigns thereof, and its officers, directors, employees, consultants and agents (the "Protected Parties"), from and against any and all claims, losses, liabilities, damages, costs (including court costs) and expenses (including reasonable attorneys' and accountants' fees) asserted against, imposed upon, suffered by or incurred by any of the Protected Parties as a result of, or with respect to, or arising from or relating to the Assets.

8. Entire Agreement. No representation, promise, inducement, or statement of intention has been made by Assignor or Assignee which is not embodied in this Agreement or written statements, deeds, certificates, schedules or other documents delivered pursuant hereto or in connection with the transactions contemplated hereby, and neither Assignor nor Assignee shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. Captions. All captions and headings herein are inserted for the convenience of the parties only.

11. Exhibits, etc. Any and all exhibits referenced or incorporated are deemed to be a part of this Agreement and are binding and enforceable as to any terms contained therein.

12. Notices. Any notices, requests, instructions, or other documents to be given hereunder shall be in writing and, except as otherwise specifically provided herein, shall be delivered personally or sent by reputable overnight courier or by registered or certified mail, return receipt requested, as set forth below or at such other address as any party hereto may designate by prior written notice to the other:

If to Assignor, then to:

Ventex, Inc.
Attention: Harrison Murphy
PO Box 1038
Great Falls, VA 22026
Facsimile: 703-406-4588

If to Assignee, then to:

kickball concepts, llc
Attention: Harrison Murphy
PO Box 1038
Great Falls, VA 22026
Facsimile: 703-406-4588

With respect to any notice which must be given within a certain time period, such notice will be deemed effective upon receipt.

13. Waiver. Any party hereto may expressly waive in writing compliance by the other with any of the covenants or conditions contained in this Agreement, except conditions imposed by law, but no failure of any party hereto to exercise any right or power given under this Agreement or to insist upon strict compliance with any obligations specified in this Agreement, and no custom or practice at variance with the terms of this Agreement, absent such an express waiver, shall constitute a waiver of any party's right to demand exact compliance with the terms of this Agreement.

14. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Virginia.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original or a facsimile of an original, and all of which, taken together, shall constitute one and the same Agreement.

[Signatures follow on next page.]

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

"ASSIGNOR":

Ventex, Inc.

By: 

Harrison Murphy, President

"ASSIGNEE":

kickball concepts, llc

By: 

Harrison Murphy, Manager

EXHIBIT A

ASSETS

1. U.S. Granted Patent(s), U.S. Non-Provisional Patent Application(s) and U.S. Provisional Patent Application(s) as listed in the table below.

Filing Type	Application #	Patent #	Priority Date	Filing Date	Patent Date	Title	Basic Description	Attorney
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Non-Provisional	10/956,946	7,365,033	10/2/2003	10/1/2004	4/29/2006	Open Flame Resistant Articles	TCF FR Rayon - Dioxin Free Mattress	HRFM
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

2. Certain Raw Material, Fabric and Product Inventories that embody elements of the intellectual property being transferred, including the following:

Item #	Description	Piece # (if any)	Other Marking	Size
1	Comfort Matrix Mattress Prototype	1	Harley Davidson Ticking	Twin
2	Tamper Ban Prototype Mattress Cover	1	Navy Blue with black zipper	Twin

3. Confidential Information, research and development files, presentation materials and business plans related to the aforementioned intellectual property filings.
4. Certain full-scale burn test reports and videotapes (or computer based video image files) of testing for mattress projects related to the aforementioned intellectual property filings.

EXHIBIT B

BILL OF SALE AND GENERAL ASSIGNMENT

**STATE OF VIRGINIA
COUNTY OF FAIRFAX**

KNOW ALL MEN BY THESE PRESENTS:

FOR AND IN CONSIDERATION of One and No/100 Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Ventex, Inc, a Delaware corporation (hereinafter referred to as the "Company"), does hereby sell, transfer, assign, bargain, convey, deliver, abandon, and set over unto kickball concepts, llc, a Delaware limited liability company (hereinafter referred to as the "Buyer"), its successors and assigns, all of the Company's right, title, and interest in and to the properties, assets, and rights defined as Assets (hereinafter referred to collectively as the "Assets") in Section 1 of that certain Transfer and Assignment Agreement, dated as of June 17, 2008, by and between the Company and the Buyer (hereinafter referred to as the "Purchase Agreement").

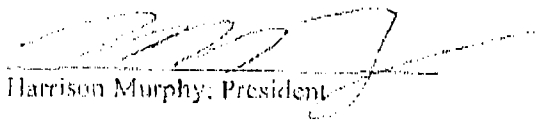
The Company, its legal representatives, successors, successors-in-title, and assigns, represent, warrant and agree that: they are the true, lawful and sole owners of the Assets hereby sold, transferred, assigned, bargained, conveyed, delivered, abandoned and set over; they have the full, complete, and lawful right, power and authority to so contribute, transfer, assign, bargain, convey, deliver, abandon and set over the Assets; the title and interest in the Assets hereby contributed, transferred, assigned, bargained, conveyed, sold, delivered, abandoned and set over constitutes good and marketable title to the Assets, free and clear of all security interests, security deeds, liens, restrictions, encumbrances, leases, easements, and claims or rights of third parties of every kind and nature whatsoever. Further, the Company covenants that, as of the Effective Date of the Transfer and Assignment Agreement, the Buyer shall have good and marketable title to the Assets, free and clear of all security interests, security deeds, liens, restrictions, encumbrances, leases, easements, and claims or rights of third parties of every kind and nature whatsoever.

TO HAVE AND TO HOLD the Assets unto the Buyer, its successors, successors-in-title and assigns to its only proper use, benefit and behoof forever.

The Company will from time to time and at all times hereafter, upon every request of the Buyer, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by the Buyer effectually to carry out the intent of the Purchase Agreement and this Bill of Sale and General Assignment and to transfer the Assets to the Buyer.

IN WITNESS WHEREOF, the Company has executed this Bill of Sale and General Assignment under seal this 17th day of June 2008.

VENTEX, INC.

By: 
Harrison Murphy, President

Attest:

[CORPORATE SEAL.]

BILL OF SALE AND GENERAL ASSIGNMENT

STATE OF VIRGINIA
COUNTY OF FAIRFAX

KNOW ALL MEN BY THESE PRESENTS:

FOR AND IN CONSIDERATION of One and No/100 Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Ventex, Inc, a Delaware corporation (hereinafter referred to as the "Company"), does hereby sell, transfer, assign, bargain, convey, deliver, abandon, and set over unto kickball concepts, llc., a Delaware limited liability company (hereinafter referred to as the "Buyer"), its successors and assigns, all of the Company's right, title, and interest in and to the properties, assets, and rights defined as Assets (hereinafter referred to collectively as the "Assets") in Section 1 of that certain Transfer and Assignment Agreement, dated as of June 17, 2008, by and between the Company and the Buyer (hereinafter referred to as the "Purchase Agreement").

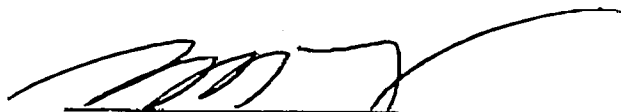
The Company, its legal representatives, successors, successors-in-title, and assigns, represent, warrant and agree that: they are the true, lawful and sole owners of the Assets hereby sold, transferred, assigned, bargained, conveyed, delivered, abandoned and set over; they have the full, complete, and lawful right, power and authority to so contribute, transfer, assign, bargain, convey, deliver, abandon and set over the Assets; the title and interest in the Assets hereby contributed, transferred, assigned, bargained, conveyed, sold, delivered, abandoned and set over constitutes good and marketable title to the Assets, free and clear of all security interests, security deeds, liens, restrictions, encumbrances, leases, easements, and claims or rights of third parties of every kind and nature whatsoever. Further, the Company covenants that, as of the Effective Date of the Transfer and Assignment Agreement, the Buyer shall have good and marketable title to the Assets, free and clear of all security interests, security deeds, liens, restrictions, encumbrances, leases, easements, and claims or rights of third parties of every kind and nature whatsoever.

TO HAVE AND TO HOLD the Assets unto the Buyer, its successors, successors-in-title and assigns to its only proper use, benefit and behoof forever.

The Company will from time to time and at all times hereafter, upon every request of the Buyer, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by the Buyer effectually to carry out the intent of the Purchase Agreement and this Bill of Sale and General Assignment and to transfer the Assets to the Buyer.

ASSIGNMENT CONFIRMATION

I, Harrison Murphy, do hereby certify that I am the President of Ventex, Inc., a Delaware corporation, having a business address at P.O. Box 1038, Great Falls, Virginia 22026, and that I am the Managing Member of Kickball Concepts, LLC, a Delaware limited liability company, having a business address at P.O. Box 1038, Great Falls, Virginia 22026, and that Ventex, Inc. assigned certain assets of Ventex, Inc. to Kickball Concepts, LLC on June 17, 2008, which included, but is not limited to, technical and non-technical data, product plans, business methods, trade secrets, intellectual property and other proprietary information as set forth on Exhibit A (page 6), in accordance with a 10-page Transfer and Assignment Agreement signed by me, a true and correct copy of which is attached hereto and made a part hereof.



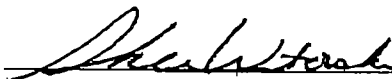
Harrison Murphy

Dated this 10th day of November, 2009.

STATE OF VA)
) ss.:
COUNTY OF Fauquier)

On this 10th day of November, in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Harrison Murphy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

In witness whereof I hereunto set my hand and the seal of my office.



Notary Public - State of VA

